

**U.S. Department of the Interior
National Park Service, Southeast Region**

FINDING OF NO SIGNIFICANT IMPACT

**LWCFA Section 6(f)(3) Partial Conversion of DeReef Park
Charleston, South Carolina**

INTRODUCTION

The City of Charleston (City), through the State of South Carolina (State), is proposing the removal of the federal Land and Water Conservation Fund Act (LWCFA) restriction of use as public outdoor recreation, now codified at 54 U.S.C. Section 200305(f)(3) (referred to as Section 6(f)(3)) from a portion of DeReef Park (Park), formerly known as Radcliffeborough Park, located on Morris Street in downtown Charleston, and securing replacement property within one year of National Park Service (NPS) conversion approval pursuant to the LWCFA conversion regulations at 36 C.F.R. 59.3.

In 1981, a LWCFA grant was awarded to the State, who in turn awarded (or sub-granted) the funds to assist the City in the acquisition of property to create DeReef Park. A subsequent LWCFA grant was sub-granted in 1991 to assist in the development of some park facilities. The State and City accepted the terms of each project agreement with full knowledge that those terms included maintaining DeReef Park for public outdoor recreation purposes unless otherwise approved by the Secretary of the U.S. Department of the Interior (DOI), delegated to the NPS, through the LWCFA conversion process.

On January 17, 2008, the City conveyed a portion of DeReef Park property to a private party for a project involving a planned unit infill development (Infill Project) which will permanently occupy a portion of LWCFA Section 6(f)(3) restricted park property preventing public outdoor recreation use thus triggering a conversion. In September 2008, the State submitted a proposal to NPS seeking “after-the-fact” approval for the DeReef Park conversion including replacement property. NPS approved this original conversion request in November 2008.

In 2014, due to a lawsuit alleging the unlawful approval of the DeReef Park conversion, the United States District Court granted the NPS’ motion for a voluntary remand for the reconsideration of its original 2008 approval of the conversion to include compliance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). NPS prepared an Environmental Assessment (EA) to satisfy the requirements of the NEPA of 1969, as amended, and its implementing regulations (43 C.F.R. 1500-1508); the DOI NEPA regulations (40 C.F.R. Part 43); and the NPS LWCFA State Assistance Program Manual, Volume 69 (2008). An (EA) was prepared in the context of conditions that existed as of January 17, 2008, when DeReef Park property was conveyed to the developer. It does not address events occurring after that date. The NHPA Section 106 process was conducted, resulting in a Programmatic Agreement.

BACKGROUND

DeReef Park is a 1.3+/- acre neighborhood park located on Morris Street in downtown Charleston in the Radcliffeborough section of the City. The Park was partially acquired and developed with the assistance of two federal LWCFA grants. By accepting these two federal grants, the State, and in turn, the City, agreed to keep the entire park area available for public outdoor recreation purposes per LWCFA Section 6(f)(3) unless otherwise approved by the NPS through the conversion process. The Park property parcels covered by this restriction were verified as part of preparing the EA for this conversion.

DeReef Park is a walk-to park and serves a residential area within a half-mile radius of the site, including both the Radcliffeborough and Elliotborough/Cannonborough neighborhoods. Most users walk to the Park, and public street parking is also available. Public access into the Park is from Morris Street and DeReef Court. The Park contained passive outdoor recreation features including walkways; an open lawn area; shade trees; a drinking fountain; benches; picnic and game tables; play equipment; a small spray-play feature; and the Sons and Daughters of Joseph No.9 Mission chapel (a small building also known as the Praise House). The Park offered outdoor recreation opportunities allowing users to: relax; picnic; play on playground equipment; toss Frisbees and balls; and gather in small groups.

On January 17, 2008, the City conveyed a 0.954+/- acre portion out of the 1.3+/- acre DeReef Park Section 6(f)(3) restricted property to a private party for the Infill Project which will permanently occupy the 0.954+/- acres. The NPS is now conducting a new conversion process by reviewing a revised proposal by the City through the State to remove the Section 6(f)(3) restriction from the 0.954+/- portion of DeReef Park. The remaining 0.346+/- acre portion of DeReef Park will be reconfigured as a smaller neighborhood park retaining its LWCFA Section 6(f)(3) restriction. The City, through the State, proposes to mitigate this action by securing replacement site(s) within 1 year of NPS approval of this proposal pursuant to the LWCFA conversion regulations at 36 C.F.R. 59.3(c).

LWCFA CONVERSION REQUIREMENTS

According to the LWCFA, no property acquired or developed with assistance under Section 6(f)(3) shall, without the approval of the Secretary of the Interior (delegated to the NPS), be converted to other than public outdoor recreation uses. A LWCFA conversion is triggered when a private and/or non-recreation use permanently occurs on Section 6(f)(3) restricted property.

The LWCFA State Assistance Program Manual of 2008, Chapter 8.E.10, addresses conversions that occur prior to NPS approval. In these cases, an "after the fact" conversion proposal must be submitted to the NPS for review and the decision process is conducted retroactively. In the case of the DeReef Park conversion, the property was conveyed to a private party on January 17, 2008. NPS considers this date the point at which the conversion occurred.

The scope of the NPS review is limited to removal of the Section 6(f)(3) restriction on a portion of DeReef Park, the impact of the restriction removal on the remaining 6(f) portion of the Park,

and the grantee's (the State's) commitment that proposed replacement property will meet the criteria in 36 C.F.R. 59.3.

Furthermore, the LWCFA conversion regulations allow for delayed replacement of property at 36 C.F.R. 59(c) when it is not possible for the State to secure replacement property prior to the State's formal request for a conversion. In such cases an express commitment to satisfy Section 6(f)(3) substitution requirements within a specified period, normally not to exceed 1 year following NPS conversion approval, must be received from the State. This commitment will be in the form of a conversion amendment to the grant agreement. The State proposes to work with its sub-grantee, the City, to secure replacement property within the 1 year period.

ENVIRONMENTAL REVIEW PROCESS

The NPS is using the "DeReef Park LWCFA Section 6(f)(3) Conversion Environmental Assessment" of July 2015 prepared by the City in cooperation with the State as the environmental assessment under NEPA. The EA was required to help the NPS evaluate the environmental impacts on significant resources and other issues by removing the federal public outdoor recreation use restriction (the proposed action). This includes determining whether the remaining Section 6(f)(3) restricted DeReef Park will constitute a viable outdoor recreation unit and establishing the baseline mitigation requirements for replacement site "outdoor recreation usefulness" per 36 C.F.R. 59.3(b)(3).

A separate NEPA process will be conducted to address proposed replacement site(s) under the "conversion with delayed replacement" provision in the LWCFA conversion regulations at 36 C.F.R. 59.3(c).

The EA was drafted in the context of conditions that existed as of January 17, 2008, the date DeReef Park property was conveyed to the private party. It does not address events occurring after that date.

ALTERNATIVES CONSIDERED

No Action Alternative: NPS does not receive a proposal from the State to convert a portion of DeReef Park pursuant to the LWCFA conversion regulations even though DeReef Park is conveyed to a private interest for non-public and non-outdoor recreation purposes. The private use of LWCFA Section 6(f)(3) property without seeking NPS approval would subject the State to penalties for failure to comply with federal laws and regulations.

Proposed Action Alternative (*NPS Selected Alternative*): NPS receives a proposal from the State to convert a 0.954+/- acre portion of DeReef Park, including a State commitment to require the City, the State's LWCFA subrecipient, to secure replacement property within 1 year of NPS conversion approval pursuant to the federal LWCFA conversion regulations. The remaining LWCFA Section 6(f)(3) restricted 0.346 +/- acre portion of DeReef Park will continue to be used for public outdoor recreation purposes as a smaller yet viable neighborhood park area.

Based on the analysis presented in the EA, the NPS has selected the Proposed Action Alternative for approval.

The remaining 0.346+/- acre portion of DeReef Park will retain its Section 6(f)(3) restriction and will continue to provide public outdoor recreation opportunities for the original service neighborhoods as a smaller neighborhood park serving nearby dense, urban neighborhoods.

The Praise House structure, relocated to the remaining DeReef Park, will be rehabilitated according to the principles of the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Praise House will be used to primarily support public outdoor recreation purposes. Its new location in the Park provides increased visibility from Morris Street.

The Park will be bordered by neighborhood streets on its north, south and west sides. Because the Park will be defined by streets on three of its four sides, traditional walk-to access to the Park will be maintained.

Based on the analysis provided in Chapter 3 of the EA, the impacts of the proposed conversion are as follows:

Floodplains: The proposed partial conversion would relocate the Praise House to the southeast corner of the Park, still in an AE flood zone. In conjunction with the relocation, the foundation of the Praise House will be slightly raised. This slight raise in elevation, along with drainage improvements required of the developer by the Infill Project, will provide better protection against flooding.

Park and Outdoor Recreation Resource Usefulness and Opportunities: The proposed partial conversion would result in a change from public to private ownership of 0.954+/- acres of the 1.3+/- acre DeReef Park for non-outdoor recreation uses. This portion of the Park will not be available to the public for outdoor recreational uses. Types of facilities located on this converted portion of the Park include off-street parking, play equipment, a drinking fountain, game tables and a grassy area. The converted portion of the Park also included the Praise House; however, the Praise House was relocated to the remaining 0.346+/- acre area of the Park where it will be rehabilitated for public outdoor recreation support uses. The City will mitigate the 0.954+/- acre loss with required replacement sites(s) within a year of NPS conversion approval as allowed per the LWCFA conversion regulations at 36 C.F.R. 59.3(c)

As converted, the remaining Park will include a modern playground area; open space with mature shade trees; new landscaping; and new restrooms and sheltered program space to support outdoor recreation programs in the rehabilitated Praise House. The remaining Park will maintain direct frontage on Morris Street. The area of the Park will be more defined, and its fenced-in play area better secured. It is anticipated that users of the converted Park will be predominantly from surrounding neighborhoods and will walk to the Park, as was the case with DeReef Park prior to the conversion. The loss of parking on DeReef Court should not affect the use of the remaining Park. Street parking will still be available. The remaining Section 6(f)(3) restricted DeReef Park totaling 0.346+/- acres will comprise a viable outdoor recreation area.

Aesthetics: The proposed partial conversion will improve visibility of DeReef Park from Morris Street, as well as the other streets within the Infill Project that abuts it. The look of the Park will be improved with installation of an attractive wrought iron fence that will define and secure the new play area. New sidewalks will border the Park, and the Praise House will be restored at its new, more prominent, and publicly visible location within the remaining Park.

Historic Resources: The proposed partial conversion will renovate the Praise House, pursuant to plans approved by the South Carolina State Historic Preservation Office (SHPO) in 1996, updated to conform to current code requirements, and in accordance with the Charleston Standards for historic preservation established by the Board of Architectural Review (BAR) and based on the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The structure will have restroom facilities and will comply with requirements of the Americans with Disabilities Act.

The 0.354+/- acre portion of DeReef Park remaining after the partial conversion will include the Praise House structure, which was moved from its location at 9 DeReef Court to the southeast corner of the Park on Morris Street. The orientation of the structure is on a north-south axis, as opposed to the east-west axis when at 9 DeReef Court. At its new location, the Praise House is more visible and accessible to the public. Its adaptive reuse to support public outdoor recreation purposes such as summer camps, and its publicly available restroom facilities, will complement the recreational opportunities to be provided by DeReef Park, as converted, and will enhance the comfort of Park users. Its renovation and reuse will preserve a deteriorating structure that is considered a contributing resource to an eligible National Register District.

This partial conversion is an undertaking subject to Section 106 of the NHPA, as amended, Public Law 89-665; U.S.C. 470 et seq. As presented in the EA, the NPS, in consultation with the SHPO and interested parties, initially agreed that the partial conversion would not adversely affect historic properties eligible for the National Register of Historic Places, specifically the Praise House. Upon further review, it was determined that the Praise House is a contributing resource to the expansion of the National Register eligible Charleston Old and Historic District, and as such, the relocation of the Praise House is an adverse effect. A Programmatic Agreement (see Appendix A) has been signed by the Advisory Council on Historic Preservation, the South Carolina SHPO, the South Carolina Department of Parks, Recreation, and Tourism, the City of Charleston and the National Park Service in accordance with Section 106 of the NHPA, and 36 C.F.R. 800.14(b)(3), to mitigate the effects.

Socioeconomics/Minority and Low Income Population: The demographics of the area have changed since DeReef Park was originally planned in the 1980s and opened in the 1990s. This change in demographics had occurred prior to the Infill Project coming on line and prior to the conversion. The area in and around DeReef Park is now mostly populated by nonfamily households of college or young professional age. The African American population of the area dropped from 87 percent in 1980 to 55.3 percent in 2000.

DeReef Park, as reconfigured, will maintain the amenities of the original Park for the service population within a half-mile radius, to include updated, modern play equipment for children. Its

lawn will still accommodate passive recreational pursuits, such as reading, picnicking, light exercise and general relaxation. This partial conversion will further allow for the rehabilitation and adaptive reuse for recreational purposes of the Praise House, to include restroom facilities and indoor park program space. This added amenity will benefit all users of the Park and preserve for public use and enjoyment an important cultural resource. Although the demographics have changed, the investment in the extant Praise House will preserve an important part of the historic African American community that thrived during the nineteenth and twentieth centuries and will connect modern park users with an historic community resource that contributes to the history of African Americans in Charleston.

The replacement site(s) will mitigate the loss of public outdoor recreation resources and opportunities pursuant to the conversion regulations.

WHY THE SELECTED ALTERNATIVE WILL NOT HAVE A SIGNIFICANT EFFECT ON THE HUMAN ENVIRONMENT

As defined in 40 C.F.R. Section 1508.27, significance within NEPA is determined by examining the following criteria:

1) Impacts that may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial.

The Selected Alternative will not have adverse impacts to floodplains, aesthetics, or socioeconomics/minority and low income populations. Any potential adverse impacts to historic resources will be mitigated below the threshold of significance by complying with the NHPA which resulted in a Programmatic Agreement (see Appendix A). The State has committed to securing replacement property within 1 year of NPS approval of the LWCFA grant amendment to remove the Section 6(f)(3) restriction from the 0.954+/- acres as allowed in the LWCFA conversion regulations.

2) The degree to which the proposed action affects public health or safety.

The Selected Alternative will not adversely affect public health and safety. The new play area will be framed by a handsome wrought iron fence to provide better definition and to secure safety of users, particularly children, from traffic.

3) Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

The Selected Alternative will have an adverse effect upon the expansion of the Charleston Old and Historic District, eligible for listing on the National Register of Historic Places (NRHP) because the Praise House located in remaining DeReef Park is a contributing resource to the District. These impacts have been mitigated below the threshold of significance as detailed in the attached Programmatic Agreement in accordance with Section 106 of the NHPA, and 36 C.F.R. 800.14(b)(3) (see Appendix A).

4) The degree to which the effects on the quality of the human environment are likely to be highly controversial.

Substantive comments received during public review of the EA were provided a response (see attached “Response to Public Comments” Appendix B). Concerns about the Praise House have been addressed in a Programmatic Agreement (see Appendix A). No highly controversial impacts have been identified. *(Controversy exists when substantial questions are raised as to whether a project may cause significant degradation of some human environmental factor.*

Controversy refers not to the existence of public opposition, but to a substantial dispute as to the size, nature, or effect of the federal action (Northwest Environmental Defense Center v. Bonneville Power Administration, 117 F.3d 1520, 1539, U.S. Court of Appeals, Ninth Circuit, 1997, quoting LaFlamme v. FERC, 852 F.2d 389, 397, U.S. Court of Appeals, Ninth Circuit, 1988.). Mere opposition to a federal project does not make a project controversial so as to require an environmental impact statement.

5) The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

No highly uncertain effects on the quality of the human environment or unknown risks were identified throughout the environmental review process for the Selected Alternative.

6) The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.

The proposed LWCFA Section 6(f)(3) conversion proposal and decision was evaluated under the standard conversion process criteria in 36 C.F.R. 59.3, thus, the Selected Alternative neither establishes a precedent for future actions with significant effects nor represents a decision in principle about a future consideration.

7) Whether the action is related to other actions with individually insignificant but cumulatively significant impacts. Significance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.

The Selected Alternative will not have any significant cumulative adverse impacts.

8) The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places or may cause loss or destruction of significant scientific, cultural, or historical resources.

The Selected Alternative will result in an adverse effect on the expansion of the Charleston Old and Historic District, eligible for listing on the NRHP because the Praise House in DeReef Park is a contributing resource to the District. These impacts have been mitigated below the threshold of significance as detailed in the Programmatic Agreement, in accordance with Section 106 of the NHPA, and 36 C.F.R. 800.14(b)(3), (see Appendix A) resulting in overall improvements to the Praise House structure and public access to the building.

9) The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.

The Selected Alternative will not result in any adverse effects on endangered or threatened species or its habitat (see Appendix C).

10) Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.

The Selected Alternative has been evaluated in accordance with the LWCFA Section 6(f)(3) conversion criteria at 36 C.F.R. 59.3, and other applicable federal, state, and local requirements and has been found to be consistent with the law. Thus, the Selected Alternative does not threaten a violation of federal, state or local environmental protection law.

AGENCY COORDINATION

During the preparation of the EA, the NPS, the State, and the City coordinated with federal, state and local resource agencies, including the U.S. Fish and Wildlife Service (USFWS), the Advisory Council on Historic Preservation (ACHP), South Carolina Department of Parks, Recreation, and Tourism (SCPRT), South Carolina SHPO, and the City of Charleston.

Section 7 of the Endangered Species Act Consultation

Individual requests for updated information on rare, threatened or endangered species were submitted to the USFWS on May 11, 2015 for the DeReef Park partial conversion area. As described in Chapter 3 of the EA, the USFWS has concurred with the determination that there are no known occurrences of threatened or endangered species in the area of DeReef Park. Accordingly, the NPS has made a determination of No Effect in accordance with Section 7 of the Endangered Species Act (see Appendix C).

Section 106 of the National Historic Preservation Act Consultation

In a letter dated November 9, 2015, the SHPO concurred with the NPS NHPA Section 106 process to continue to work with consulting parties to develop a Programmatic Agreement to resolve adverse effects (36 C.F.R. 800.14(b)) relating to the partial conversion of the DeReef Park (See Appendix D).

The Programmatic Agreement includes stipulations to reduce any impacts below the threshold of significance resulting in overall improvements to the Praise House structure and public access to the building (see Appendix A). The Programmatic Agreement was signed by all signatory parties and completed on June 1, 2016.

The Programmatic Agreement will be included in the LWCFA conversion amendment and conversion approval letter.

PUBLIC COMMENT

The EA was released for a 30-day public comment period from July 16, 2015, through August 14, 2015. A Notice of Availability of the EA was submitted to the Post and Courier, a local publication. The Post and Courier published the Notice on July 15, 2015, indicating where copies of the document were available and the period for public comment. Printed and electronic copies (compact disks) of the EA were available for review at the offices of the City of

Charleston Legal Department, located at 50 Broad Street, 2nd Floor, Charleston, SC. In addition, a copy of the EA, with instructions for commenting, was available online (www.charleston-sc.gov/DeReefParkEA).

Thirty-three individuals and one (1) local organization, which is also a NHPA Section 106 consulting party provided comments on the EA. Comments included both support for and opposition to the partial conversion. There were a number of comments that discussed specific post-conversion actions beyond the scope of the EA, including the surrounding Historic District and the LWCF conversion replacement site(s) selection. Comments about historic properties were considered during the NHPA Section 106 consultation process and resulting Programmatic Agreement (see Appendix A).

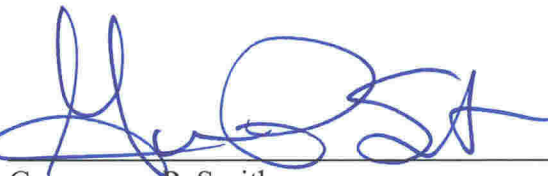
A summary of the comments received with responses are included as Appendix B of this FONSI. No changes were made to the Selected Alternative.

FINDING OF NO SIGNIFICANT IMPACT

Based on the content of the EA prepared under NEPA, the NPS Selected Alternative does not constitute an action that requires preparation of an Environmental Impact Statement (EIS). The Selected Alternative will not have a significant effect on the human environment. There are no significant impacts on public health, public safety, threatened or endangered species. The Selected Alternative will have an adverse effect on the expansion of the Charleston Old and Historic District, eligible for listing on the National Register of Historic Places (NRHP) because the Praise House in DeReef Park is a contributing resource to the District. A Programmatic Agreement (see Appendix A) was developed and signed by ACHP, NPS, SHPO, SCPRT, City of Charleston, to mitigate the adverse effects of the conversion to below the threshold of significance. No highly uncertain or controversial impacts, unique or unknown risks, significant cumulative effects, or elements of precedence were identified. Implementation of the NPS Selected Alternative is consistent with 36 C.F.R. 59.3 including the State's commitment to secure replacement site(s) as allowed in the LWCF conversion regulations at 36 C.F.R. 59.3(c), i.e., within 1 year of NPS approval of the conversion amendment. The Selected Alternative and will not violate any federal, state, or local environmental protection law.

Based on the foregoing, it has been determined that an EIS is not required for this action and thus will not be prepared.

Recommended by:



Gwenevere P. Smith
Chief, Recreation Programs Branch
National Park Service
Southeast Region

07/14/2016

Date

Approved:



for Stan Austin
Regional Director
National Park Service
Southeast Region

7/20/2016

Date

APPENDIX A
PROGRAMMATIC AGREEMENT

**PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK**

WHEREAS, the National Park Service (NPS) administers the Land and Water Conservation Fund Act (LWCF) State and Local Assistance Program (Public Law 88-578, 78 Stat 897); and

WHEREAS, NPS is responsible for ensuring compliance with Section 106 of the National Historic Preservation Act (NHPA), (54 U.S.C. § 306108); and

WHEREAS, the Governor of South Carolina has delegated to South Carolina Department of Parks, Recreation, and Tourism (SCPRT) the responsibility of administering the Land and Water Conservation program in accordance with Section 6(f)(2) of the LWCF, and thereby serves as the NPS contractor for the purposes of complying with Section 106 of the NHPA per 36 C.F.R. § 800.2(a)(3), and is an invited signatory to this Programmatic Agreement (Agreement); and

WHEREAS, in 1991 and 1993, the NPS awarded grants 45-00856 and 45-00985 to the SCPRT to acquire property and to make outdoor recreation improvements at DeReef Park in the City of Charleston, South Carolina; and

WHEREAS, the SCPRT sub-awarded these grants to the local sponsor, the City of Charleston (CITY) for accomplishing LWCF program objectives, thus the CITY serves as the NPS sub-contractor for purposes of complying with Section 106 of the NHPA per C.F.R. § 800.2(a)(3), and is an invited signatory to this Agreement; and

WHEREAS, Section 6(f)(3) of the LWCF requires outdoor recreation sites that have received funding through LWCF to be managed for public outdoor recreation use in perpetuity; and

WHEREAS, a conversion of the original contractual grant agreements to change parcel(s) subject to LWCF requirements can only occur if NPS agrees the new sites are eligible under program requirements (reasonably equivalent usefulness, equal fair market value, and in accord with the Statewide Comprehensive Outdoor Recreation Plan (SCORP)), as further explained in 36 C.F.R. Part 59; and

WHEREAS, the CITY, after notice and public hearings required by State and local law, approved a private development project of DeReef Park, in January 2008; and

WHEREAS, NPS has determined the private development project did not meet NPS' definition of public outdoor recreation, and therefore, requires a conversion in accordance with Section 6(f)(3) and 36 C.F.R. Part 59.3; and

WHEREAS, the private development project ultimately required the relocation of the “Sons and Daughters of Joseph No. 9 Mission” chapel or praise house to a new location within the Park; and

WHEREAS, in 2008, the SCPRT, on behalf of the CITY, received approval from NPS for the conversion of DeReef Park including a replacement park; and

WHEREAS, in 2014, due to a lawsuit contesting the approval of the conversion of DeReef Park, the United States District Court granted NPS’ motion for a voluntary remand for the reconsideration of its 2008 approval of the conversion in order to initiate a new evaluation of the National Environmental Policy Act and the NHPA; and

WHEREAS, the SCPRT, on behalf of the CITY, has been advised to submit to NPS a new partial conversion proposal with delayed replacement for review and approval; and

WHEREAS, for the approval of the partial conversion of DeReef Park, the CITY is being required to secure other replacement property that meets the requirements of Section 6(f)(3) and 36 C.F.R Part 59.3(b)(9)(c) within one year of the date of NPS approval of the partial conversion; and

WHEREAS, the selection of replacement property is the responsibility of the SCPRT in conjunction with the CITY, who may propose any site(s), including those already in public outdoor recreation, but which have been used for such purpose only after January 17, 2008 to the present; and

WHEREAS, NPS, in regards to the replacement property, will consider any potential effects to properties eligible for, or listed in, the National Register of Historic Places (NHRP) as of the date of approval of the partial conversion, including any additional development that NPS might require to satisfy equivalent recreation utility associated with this conversion (See Stipulation IV). Should adverse effects result from any additional development on a replacement property required by NPS in order for it to be eligible as replacement, NPS will comply with the requirements of Section 106, if the adverse effects cannot be avoided ; and

WHEREAS, the approval of a partial conversion constitutes an undertaking as defined in 36 C.F.R. §800.16(y), and thus is subject to review under Section 106 of the NHPA. (54 U.S.C. § 306108); and

WHEREAS, NPS identified the South Carolina State Historic Preservation Office (SHPO), the Catawba Indian Nation, the Preservation Society of Charleston, Cannonborough-Elliotborough Neighborhood Association (CENA), the Friends of DeReef Park, the Gathering at Morris Square LLC, the CITY, and SCPRT as consulting parties to be involved in the Section 106 process (36 C.F.R. 800.2(c)); and

WHEREAS, the Catawba Indian Nation was invited to participate in Section 106 consultation, but declined; and

WHEREAS, the area of potential effect (APE) for this undertaking includes all portions of DeReef Park subject to Section 6(f)(3) requirements and, at the request of the Advisory Council on Historic Preservation (ACHP), the geographic area immediately surrounding DeReef Park bounded by Morris, Jasper, Cannon and Felix Streets (as generally depicted on Appendix A); and

WHEREAS, NPS held a Section 106 consultation meeting in Charleston, South Carolina on April 27, 2015; and

WHEREAS, NPS identified the expansion of the Charleston Old and Historic District, eligible for listing in the NRHP, as a historic property within the APE; and

WHEREAS, NPS identified the praise house as a contributing resource to the expansion of the eligible Charleston Old and Historic District in the APE; and

WHEREAS, in addition to the SHPO, the SCPRT and the CITY, NPS has consulted with, the Preservation Society of Charleston, CENA, the Friends of DeReef Park, and the Gathering at Morris Square LLC, regarding the effects of the undertaking on historic properties, and has invited them to be concurring parties to this Agreement but without the authority to amend, enforce or terminate this Agreement pursuant to 36 C.F.R. § 800.6(c)(3); and

WHEREAS, NPS has determined that the previous relocation of the praise house is an adverse effect on historic properties; and

WHEREAS, NPS has notified the ACHP of the finding of adverse effect pursuant to 36 C.F.R. § 800.6(a)(1), and the ACHP determined that its participation in the Section 106 consultation is warranted; and

WHEREAS, NPS held a second Section 106 consultation meeting in Charleston, South Carolina on October 26, 2015, to resolve adverse effects; and

WHEREAS, the consulting parties developed this Programmatic Agreement pursuant to Section 106 of the NHPA, and 36 C.F.R. 800.14(b)(3); and

WHEREAS, NPS, SHPO, and ACHP, are signatory parties with authority to execute, amend or terminate this Programmatic Agreement pursuant to 36 C.F.R. § 800.6(c)(1), and SCPRT and CITY are the invited signatory parties pursuant to 36 C.F.R. § 800.6(c)(2) who have the authority to amend and terminate this Programmatic Agreement.

NOW, THEREFORE, NPS, ACHP, SHPO, SCPRT and the CITY agree the undertaking shall be carried out in accordance with the following Stipulations in order to take into account the effect of the undertaking on historic properties, and that these Stipulations will govern the undertaking and all of its parts until this Agreement expires or is terminated.

STIPULATIONS

NPS, in coordination with the SCPRT and the CITY, shall ensure that the following measures are carried out:

I. PROFESSIONAL QUALIFICATIONS STANDARDS

The CITY will fund and ensure that all work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. The CITY will ensure that consultants retained for services pursuant to the Agreement meet these standards.

II. REHABILITATION OF THE PRAISE HOUSE

The CITY will complete the rehabilitation of the praise house in accordance with the plans dated September 1996, by George D. Dowis, AIA that have been updated to conform to current building code requirements, attached hereto as Appendix B. The rehabilitation shall not require the praise house to be relocated to its original location. The CITY will complete the rehabilitation within one year of the date of NPS approval of the partial conversion, unless otherwise agreed by NPS and the SHPO.

III. RESEARCH, SURVEY, AND INTERPETATION MEASURES

a. The CITY will conduct background research and an architectural field survey of properties adjacent to DeReef Park and within the APE in order to establish an historic context and evaluate properties eligibility for listing in the NHRP (36 C.F.R. Part 60). Survey documentation will meet or exceed the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the SHPO's Survey Manual: Statewide Survey of Historic Properties. The CITY will complete the survey and provide draft documentation in an electronic format to the SHPO and NPS within one year of the execution of this Agreement. The SHPO and NPS will have thirty days to provide review and comment. If the SHPO and NPS does not comment within the 30-day review period, the City will presume the SHPO and NPS concur.. If comments are received, the CITY will provide final survey documentation to the SHPO and NPS within three months of the date of receipt of the SHPO's and NPS's comments. The survey report's research and historic context should seek to assist in the development of content (historic themes, persons, events, images, oral history interviews, etc.) for the waysides, as hereafter described.

b. The CITY will coordinate two public meetings for acquiring oral histories of resident and community member experiences related to the Cannonborough-Elliottborough/Radcliffeborough neighborhood, including DeReef Park, within six months of the execution of this Agreement. In addition to general notice to the public, specific notice will be given to residents adjacent to DeReef Park and to local institutions including the Avery Research Center at the College of Charleston, churches, and organizations who may have conducted oral histories or have local knowledge of DeReef Park and surrounding area. The NPS will assist the CITY in organizing and directing the meetings. At the meetings, in addition to presenting oral histories, attendees may share information by providing photographs, letters, or other documents related to the history of the neighborhood. The CITY will issue a report describing the oral histories and other information gathered at the meetings within three months of the second public meeting. The report will be available to the public and will be considered in the development of the content for the wayside(s).

c. An interpretive wayside or waysides will be erected at DeReef Park at an exterior site that is visible from Morris Street and/or DeReef Court. The wayside(s) will recognize persons or events associated with DeReef Park and convey the history of DeReef Park, the Praise House, and the neighborhood. The CITY will provide a draft design of the interpretative wayside(s) that includes proposed text, images and any additional design elements for the exhibit to the SHPO and NPS within twenty months of the date of

execution of this Agreement. The SHPO and the NPS will have thirty days to provide review and comment. If the SHPO and the NPS do not comment within the 30-day review period, the CITY will presume the SHPO and NPS concur. If comments are received, the CITY will provide a final draft of the wayside(s) exhibit within two months of the date of receipt of the SHPO or NPS's comments, whichever is later. The CITY will install the wayside(s) exhibit no later than thirty months of the date of execution of this Agreement.

d. Information documented per Stipulation IIIa. and b. will be posted to the CITY's website.

e. NPS will notify concurring parties when documents are shared with SHPO and NPS and will allow concurring parties to review and comment within NPS's 30-day review and comment period. NPS will consolidate all comments and provide to the CITY.

IV. REPLACEMENT PROPERTY

The identified replacement property will include consultation between the NPS, SHPO, SCPRT and the CITY for compliance with Section 106 of NHPA (54 U.S.C. 306108) and its implementing regulations (36 C.F.R. Part 800).

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties occur as a result of the activities covered under the terms of this Agreement, the NPS shall require the SCPRT and the CITY to implement the unanticipated discovery plan appended to this Agreement (Appendix C). In the event that historic properties are identified, and/or unanticipated effects to historic properties are found, NPS will follow the provisions outlined in 36 C.F.R. § 800.13.

VI. MONITORING AND REPORTING

Each year following the execution of this Agreement, and until it expires or is terminated, the CITY shall provide a summary report to SCPRT detailing the progress of each Stipulation in this Agreement, and the proposed timeline for completion of each Stipulation. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections in efforts to carry out the terms of this Agreement. The report will be due on the one year anniversary of the effective date of this Agreement. SCPRT shall provide all signatories including concurring parties to this Agreement a copy of the summary report within 30 calendar days of receipt from the CITY.

VII. DISPUTE RESOLUTION

Signatories to this Agreement with rights of enforcement, amendment and termination are the NPS, ACHP, SCPRT, SHPO and the CITY (the "Signatory" or "Signatories").

Should any Signatory object in writing to SCPRT at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, SCPRT shall initiate consultation within 10 days

with such party to resolve the objection. The SCPRT will inform NPS of any objections. If SCPRT determines that such objection cannot be resolved, SCPRT will:

- a. Contact NPS who will forward all documentation relevant to the dispute, including the SCPRT's proposed resolution, to the ACHP and the SHPO. The ACHP and the SHPO shall provide NPS with its advice on the resolution of the objection within thirty days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO, or Signatory parties, and provide that response to Signatories and concurring parties. NPS will then proceed according to its final decision.
- b. If the ACHP and the SHPO does not provide advice regarding the dispute within the thirty day time period, NPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatory's objection and SCPRT's proposed resolution provide that response to Signatories and concurring parties. NPS will then proceed according to its final decision.
- c. Should the CITY determine that it does not have sufficient funds to cover such costs, the CITY shall notify the SCPRT in writing, and the SCPRT will follow the dispute resolution process identified in Section VII to determine how to address the predicted shortfall.
- d. NPS' responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VIII. AMENDMENT AND TERMINATION

- a. This Agreement may be amended only by a written instrument executed by the Signatories. The Signatory proposing the amendment must consult with the other Signatories to the Agreement for at least 30 days after the amendment is proposed. If all Signatories agree to the terms of the amendment, NPS shall prepare the amendment and circulate it for signature by the Signatories. The amendment will be effective on the date it is signed by all of the Signatories, including the ACHP.
- b. If any Signatory to this Agreement determines that the terms of this Agreement will not, or cannot, be carried out, that Signatory shall immediately consult with the other Signatories by written instrument to attempt to develop an amendment. If, within sixty calendar days an agreement to amend this Agreement cannot be reached by the Signatories, any Signatory may request to terminate the Agreement upon written concurrence of all other Signatories.
- c. Once the Agreement is terminated, and prior to work continuing on the undertaking, NPS must either (a) execute a new Agreement pursuant to 36 C.F.R. § 800.6; or (b) if ACHP has provided advice per Stipulation VII: Dispute Resolution, request, take into account,

and respond to the comments of the ACHP under 36 C.F.R. § 800.7. NPS shall notify the Signatories regarding the course of action it will pursue.

IX. EFFECTIVE DATE AND DURATION

- a. This Agreement becomes effective upon approval by NPS of the partial conversion per Section 6(f)(3) of the LWCF Act. All parties (Signatories and concurring) will be notified in writing by NPS within five (5) business days of the effective date. NPS shall determine when the terms of the Agreement have been fulfilled.
- b. If the SCPRT and/or the CITY fails to complete all of the terms in this Agreement within five years from the effective date, NPS will determine whether additional time will be allowed, or whether an amendment of the Agreement will be permitted pursuant to Stipulation VIII of this Agreement.
- c. At any time during the term of this Agreement, NPS may consult with the Signatories to reconsider the terms of the Agreement and amend it as per Stipulation VIII. All consulting parties must be notified that NPS is consulting to reconsider the terms of the PA or to amend a Stipulation.

X. EXECUTION

Execution of this Agreement by the NPS, the ACHP, SHPO, SCPRT, and the CITY, and implementation of its terms evidence that NPS has considered the effects of this undertaking on historic properties.

XI. SPECIAL PROVISIONS

- a. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that the NPS obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law or regulation.
- b. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or modify the NPS' discretion under any applicable laws or regulations.
- c. The signatures below on this Agreement express the entire agreement among the parties. The parties acknowledge and agree that they have read and understand this entire Agreement including, but not limited to, any Exhibits attached hereto and incorporated herein by reference.
- d. It is further mutually agreed that no Member of or Delegate to Congress, shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.
- e. Nothing herein shall be construed or interpreted to create any rights to concurring parties concerning the amendment, enforcement, construction or termination of this Agreement.

SIGNATORY PAGE
PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK


National Park Service

By:



Stan Austin, Regional Director

Date:



SIGNATORY PAGE
PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

South Carolina State Historic Preservation Officer

By:



Dr. W. Eric Emerson,
South Carolina State Historic Preservation Officer

Date:

5-26-16

SIGNATORY PAGE
PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

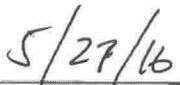
Advisory Council on Historic Preservation

By:



John Fowler, Executive Director

Date:



SIGNATORY PAGE

**PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE**

**SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES**

**REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK**

South Carolina Department of Parks, Recreation and Tourism (Invited Signatory)

By:



Phil Gaines, State Park Service/
State Liaison Officer

Date:


5/31/16

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

The City of Charleston, South Carolina (Invited Signatory)

By:



John J. Tecklenburg, Mayor

Date:

May 25, 2016

SIGNATORY PAGE
PROGRAMMATIC AGREEMENT
AMONG
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SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

Friends of DeReef Park (Concurring Party)

By:

Heather Templeton, Co-Chairman

Date:

SIGNATORY PAGE
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REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

Cannonborough-Elliotborough Neighborhood Association (Concurring Party)

By:

Cator Sparks, President

Date:

Opted Not to Sign

SIGNATORY PAGE
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AMONG
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SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

Gathering at Morris Square, LLC (Concurring Party)

By:

Chris Phillips, Jr., Member

Date:

**APPENDIX A
MAP OF PROPERTY**



02/11/2015 Pictometry Oblique Aerial

provided by:

City of Charleston

Department of Information Technology

GIS Division



Praise House

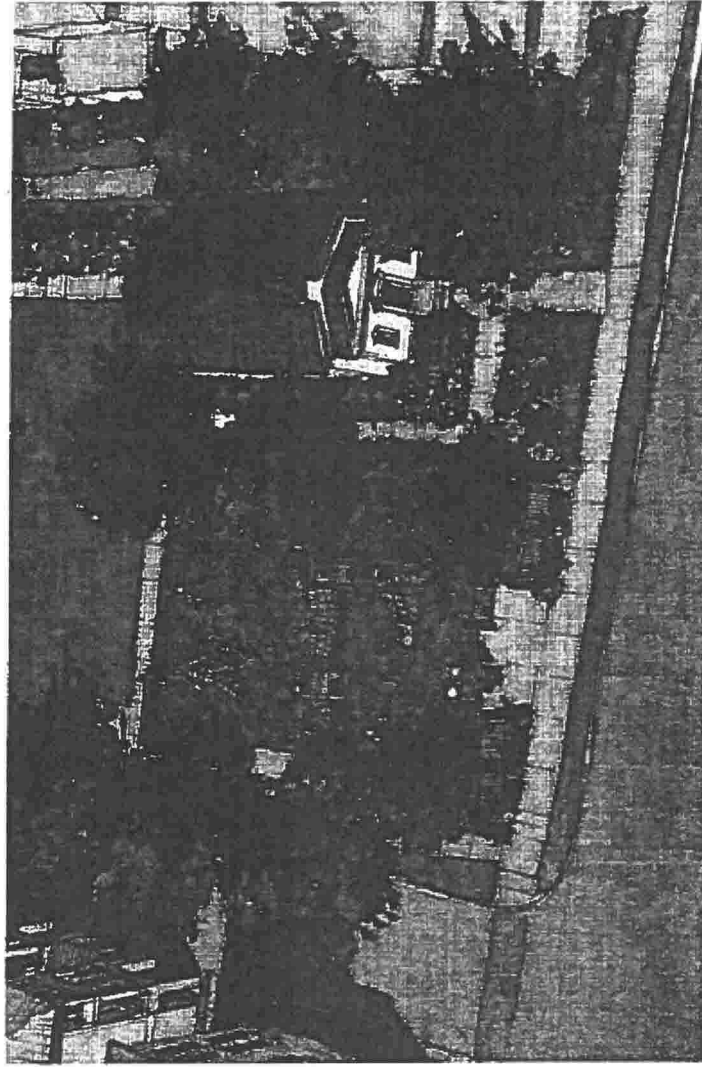


APPENDIX B

Gathering @ Morris Square Church Building Construction Document November 08, 2013

GATHERING @ Morris Square CHURCH BUILDING

MORRIS STREET
CHARLESTON, SC



CONSTRUCTION DOCUMENTS - NOVEMBER 08, 2013
SGA ARCHITECTURE COMMISSION NO. 13002

Architecture:



SGA ARCHITECTURE

Pawleys Island / Charleston

ARCHITECTURE LANDPLANNING
LANDSCAPE ARCHITECTURE

1535 Hobby Street, Suite 204
Charleston, SC 29405
Phone (843) 853-4506
www.SGAarchitecture.com

Mechanical Engineering:

Charleston Engineering, Inc.

1258 Weppoon Creek Drive
Charleston, SC 29412
(843) 762-4342

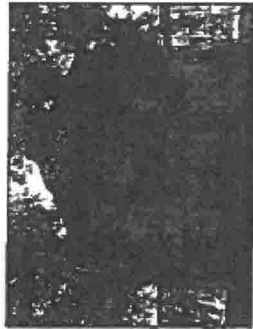
Owner:

GATHERING
@ Morris Square, LLC

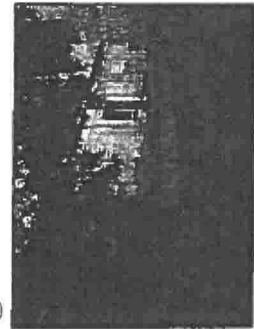
P.O. Box 20992
Charleston, SC 29413

BOARD OF ARCHITECTURAL REVIEW
Application: 13-14-13 Project: Gathering @ Morris Square
Reviewed by: [Signature] Date: 11/13/13
Comments: See official letter to architect
Approved: [Signature] Date: 11/13/13
This document is valid only for the project and location specified above.

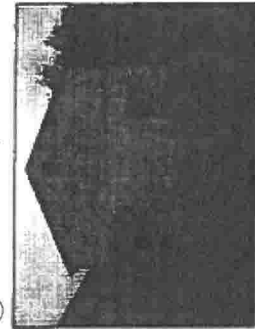
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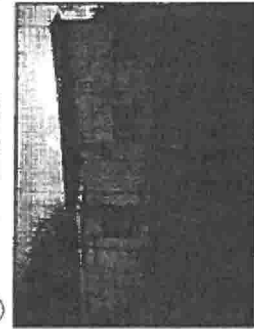
4a VIEW FROM SOUTH/EAST



3a VIEW FROM NORTH/EAST



2a VIEW FROM NORTH/WEST



1a VIEW FROM SOUTH/WEST

CHURCH BUILDING IN THE NEW AND FINAL LOCATION

1a VIEW FROM SOUTH/WEST

2a VIEW FROM NORTH/WEST

3a VIEW FROM NORTH/EAST

4a VIEW FROM SOUTH/EAST

E2 FIRST FLOOR PLAN - DEMOLITION

1/4" = 1'-0"

E3 ROOF PLAN - DEMOLITION

1/4" = 1'-0"

DEMOLITION PLANS EXISTING PHOTOS

D101

GENERAL NOTES - DEMOLITION

1. REMOVE ALL MATERIALS FROM THE STRUCTURE TO BE DEMOLISHED. ALL MATERIALS TO BE REMOVED SHALL BE REMOVED TO THE STREET OR TO THE LANDFILL. ALL MATERIALS TO BE REMOVED SHALL BE REMOVED TO THE STREET OR TO THE LANDFILL.
2. REMOVE ALL MATERIALS FROM THE STRUCTURE TO BE DEMOLISHED. ALL MATERIALS TO BE REMOVED SHALL BE REMOVED TO THE STREET OR TO THE LANDFILL. ALL MATERIALS TO BE REMOVED SHALL BE REMOVED TO THE STREET OR TO THE LANDFILL.
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GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

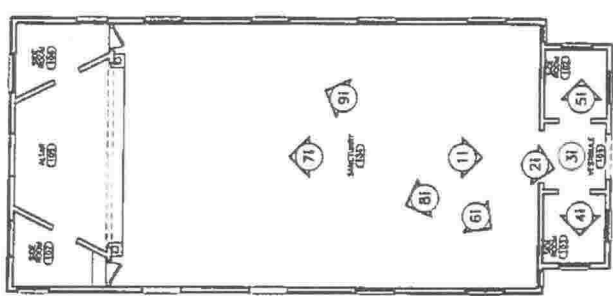
SGA ARCHITECTURE
1234 Main Street
Charleston, SC 29401
Phone: (803) 555-1234
Fax: (803) 555-5678
www.sga-architecture.com

DEMOLITION PLANS
EXISTING PHOTOS
D101

DEMOLITION NOTES

REFER TO SHEET D101 DEMOLITION NOTES

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT.
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

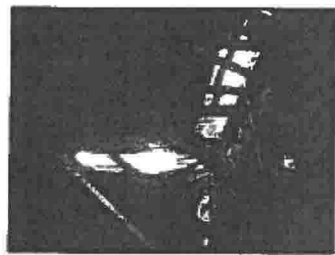


REFER TO SHEET C101 FOR DEMOLITION NOTES OF EXTERIOR AND INTERIOR OF THE BUILDING.

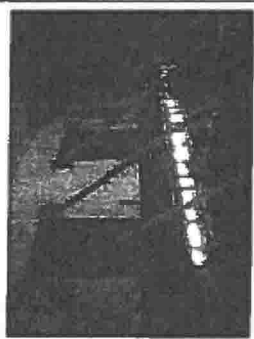
D4	FIRST FLOOR PLAN - DEMOLITION
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GENERAL NOTES - DEMOLITION

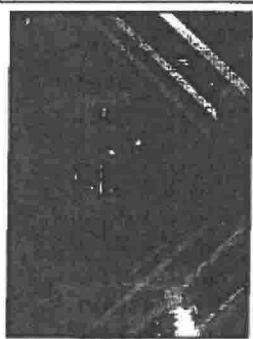
REFER TO SHEET D101 GENERAL DEMOLITION NOTES



VIEW FROM SANCTUARY OF
NORTH/EAST INTERIOR WALL



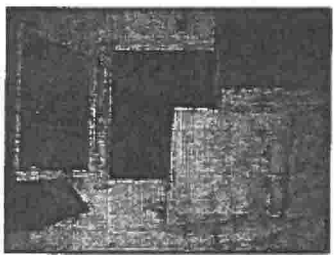
VIEW FROM SANCTUARY OF
NORTH/WEST INTERIOR WALL



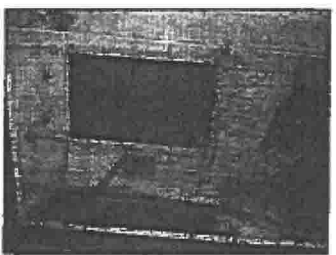
VIEW FROM SANCTUARY
TOWARDS ALTAR



VIEW OF SOUTH/WEST CORNER
OF SANCTUARY WALL/FLOOR



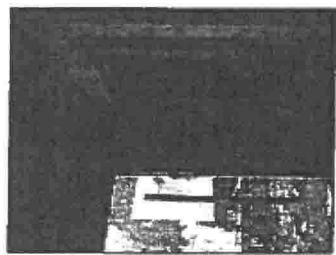
51 VIEW OF SIDE ROOM 102



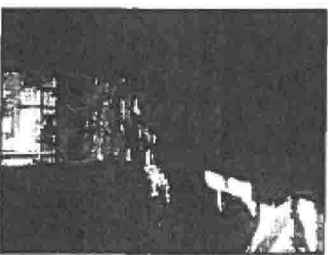
41 VIEW OF SIDE ROOM 103






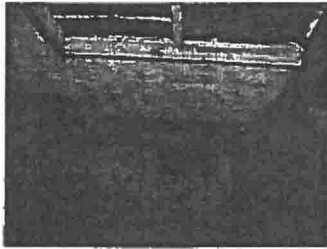
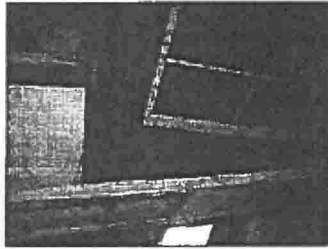
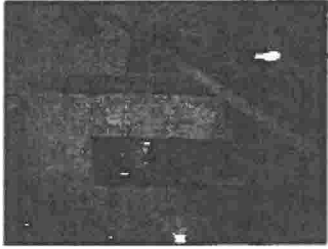
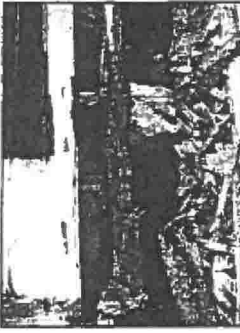
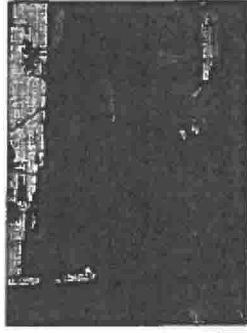
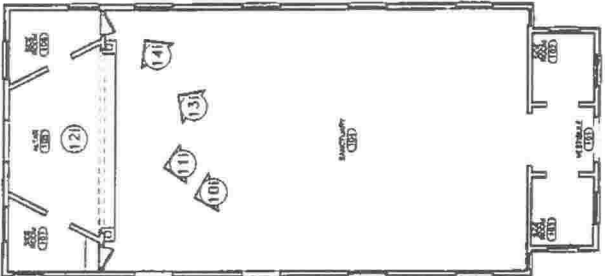
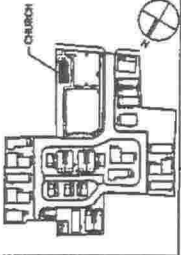
VIEW FROM VESTIBULE
TOWARDS ROOF

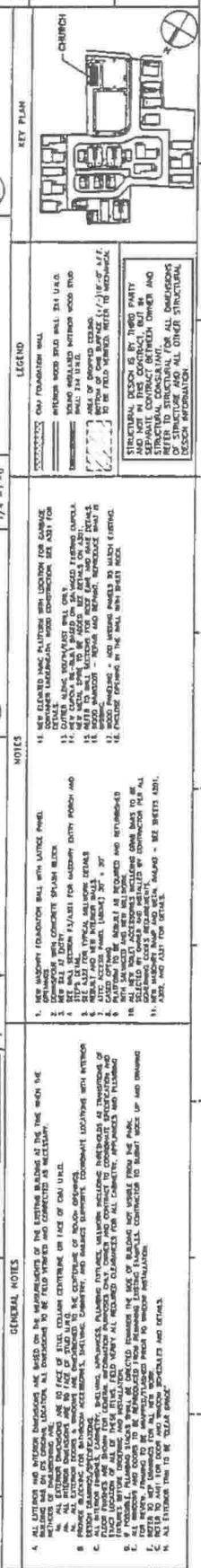


21 VIEW OF FRONT DOOR &
DOOR TO SIDE ROOM 103

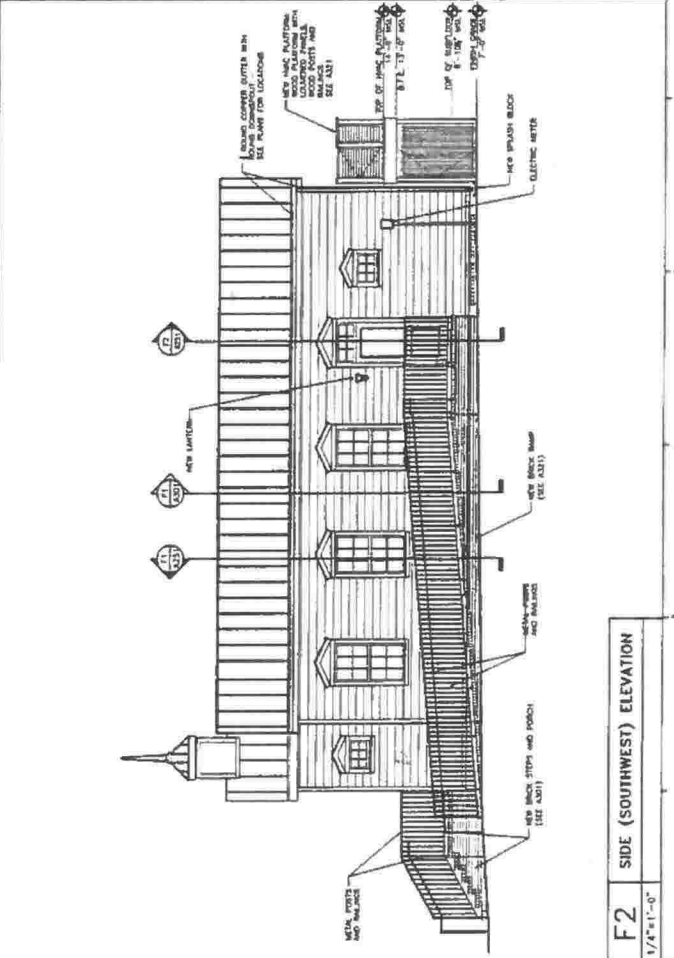


11 VIEW FROM SANCTUARY
TOWARDS FRONT DOOR

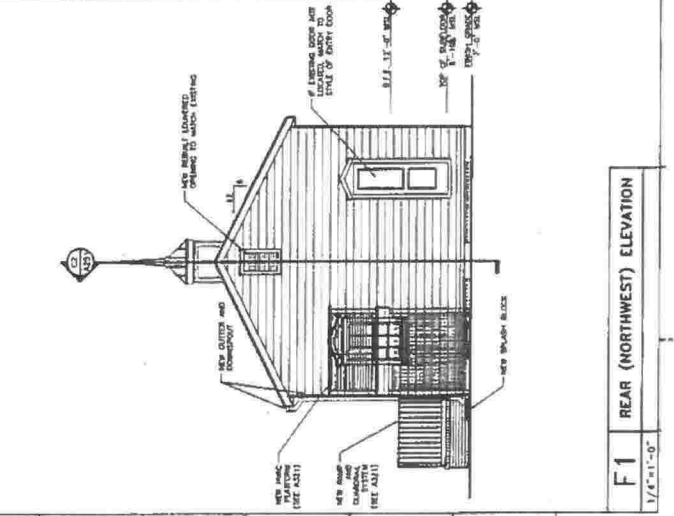
 <p>VIEW FROM ALTAR TOWARDS (12) ROOF/LOUVERED VENT</p>	 <p>VIEW FROM SANCTUARY TOWARDS ALTAR (11)</p>	 <p>VIEW TOWARDS DOOR OF SIDE ROOM 107 (10)</p>	<p>CHURCH BUILDING - PHOTOS OF EXISTING INTERIOR</p>
 <p>(15) DOUBLE HUNG WINDOW</p>	 <p>VIEW OF NORTH/EAST CORNER OF SANCTUARY (14)</p>	 <p>VIEW FROM SANCTUARY TOWARDS SIDE ROOM 106 (13)</p>	
 <p>(17) EXAMPLE OF DAMAGED SILL</p>	 <p>(16) EXAMPLE OF DAMAGED SILL</p>		
<div data-bbox="284 598 885 871">  <p>REFER TO SHEET D101 FOR DEMOLITION NOTES OF EXTERIOR AND INTERIOR OF THE BUILDING.</p> </div> <div data-bbox="966 577 1015 934"> <p>D4 FIRST FLOOR PLAN - DEMOLITION</p> <p>1/4" = 1'-0"</p> </div> <div data-bbox="1031 577 1047 934"> <p>GENERAL NOTES - DEMOLITION</p> <p>REFER TO SHEET D101 GENERAL DEMOLITION NOTES</p> </div>	<div data-bbox="1063 577 1128 850"> <p>REFER TO SHEET D101 DEMOLITION NOTES</p> </div> <div data-bbox="1226 262 1437 514"> <p>KEY PLAN</p>  </div>	<p>DEMOLITION PLANS EXISTING PHOTOS D101b</p>	
<p>DEMOLITION NOTES</p> <p>REFER TO SHEET D101 DEMOLITION NOTES</p>	<p>STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THE CONTRACT. BUT IN SEPARATE CONTRACT BETWEEN OWNER AND ARCHITECT. REFER TO STRUCTURAL FOR ALL DEMOLITION NOTES AND ALL OTHER STRUCTURAL DESIGN INFORMATION.</p>	<p>GATHERING @ Morris Square Church Building REHABILITATION CHARLESTON, SOUTH CAROLINA</p> <p>SGA ARCHITECTURE 709 Morris Square, Suite 200 Charleston, SC 29403 Phone: 771-1010 Fax: 771-1011 www.sgaarchitect.com</p> <p>DATE: 1/20/2011 DRAWN BY: JH CHECKED BY: JH APPROVED BY: JH</p>	<p>CONSTRUCTION DOCUMENTS</p>



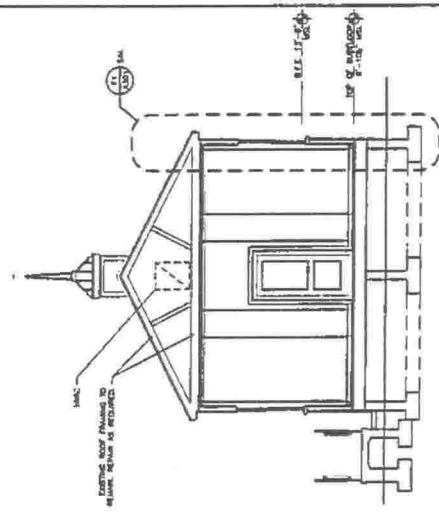
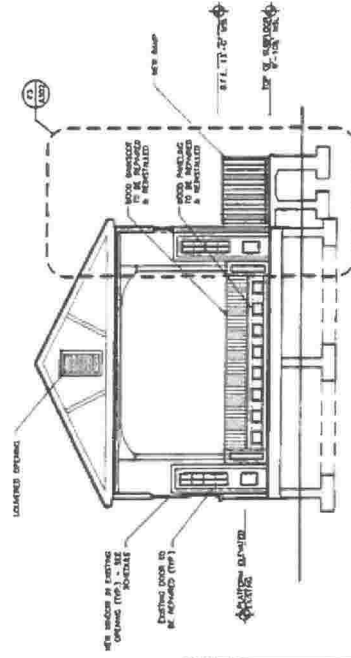
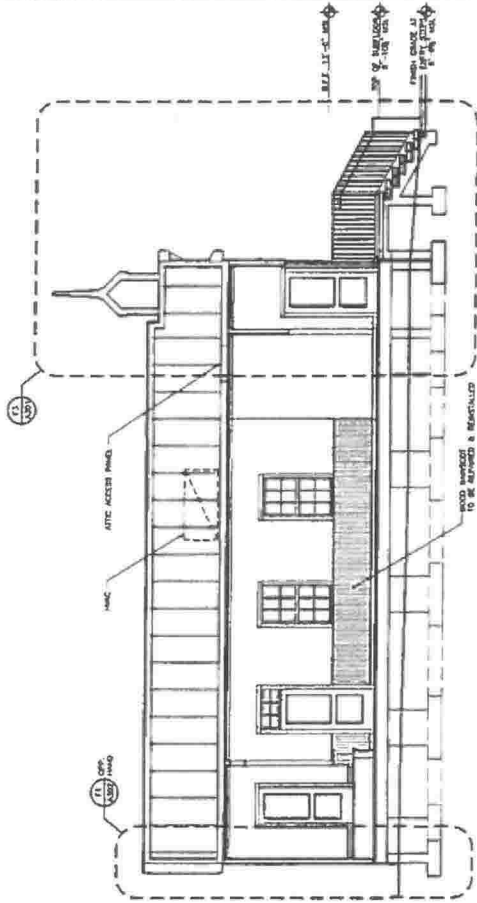
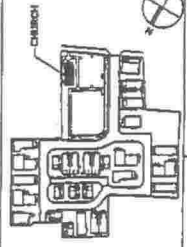
KEY PLAN



F2	SIDE (SOUTHWEST) ELEVATION
----	----------------------------



F1	REAR (NORTHWEST) ELEVATION
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
15	100
16	100
17	100
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89	100
90	100
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92	100
93	100
94	100
95	100
96	100
97	100
98	100
99	100
100	100



WALL
SECTIONS
A301

STRUCTURAL DESIGN IS BY THIRD PARTY
AND NOT IN THIS CONTRACT. NOT IN
SEPARATE CONTRACT BETWEEN OWNER AND
DESIGNER. REFER TO STRUCTURAL FOR ALL DIMENSIONS
AND ALL OTHER STRUCTURAL
DESIGN INFORMATION.

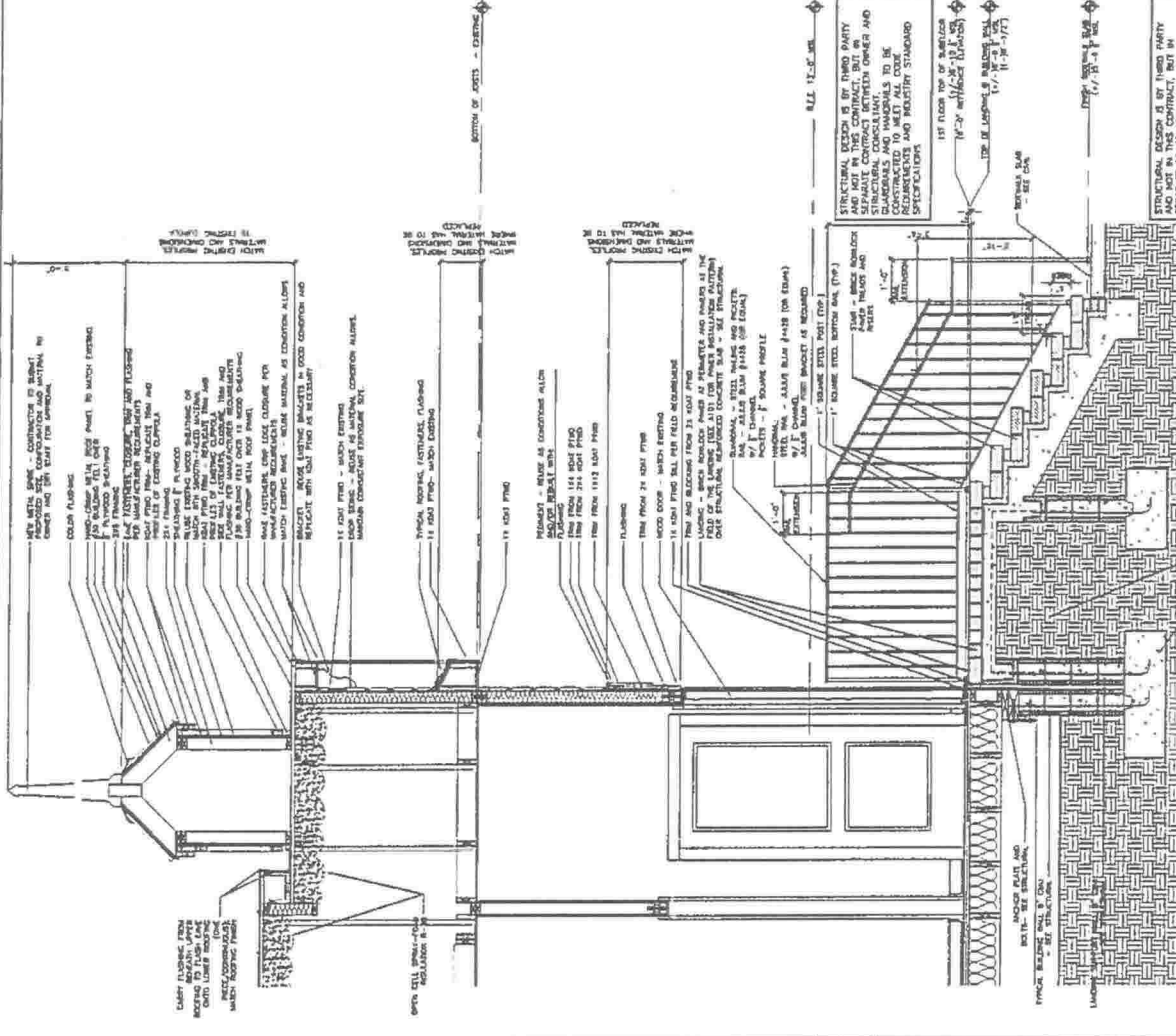
REVISED 12/02
DATE 12
CONTRACT BY 12
BY 12

GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

SGA ARCHITECTURE
1000 Morris Square
Charleston, SC 29403
Phone 803.733.1234
Fax 803.733.1235
www.sgaarchitecture.com

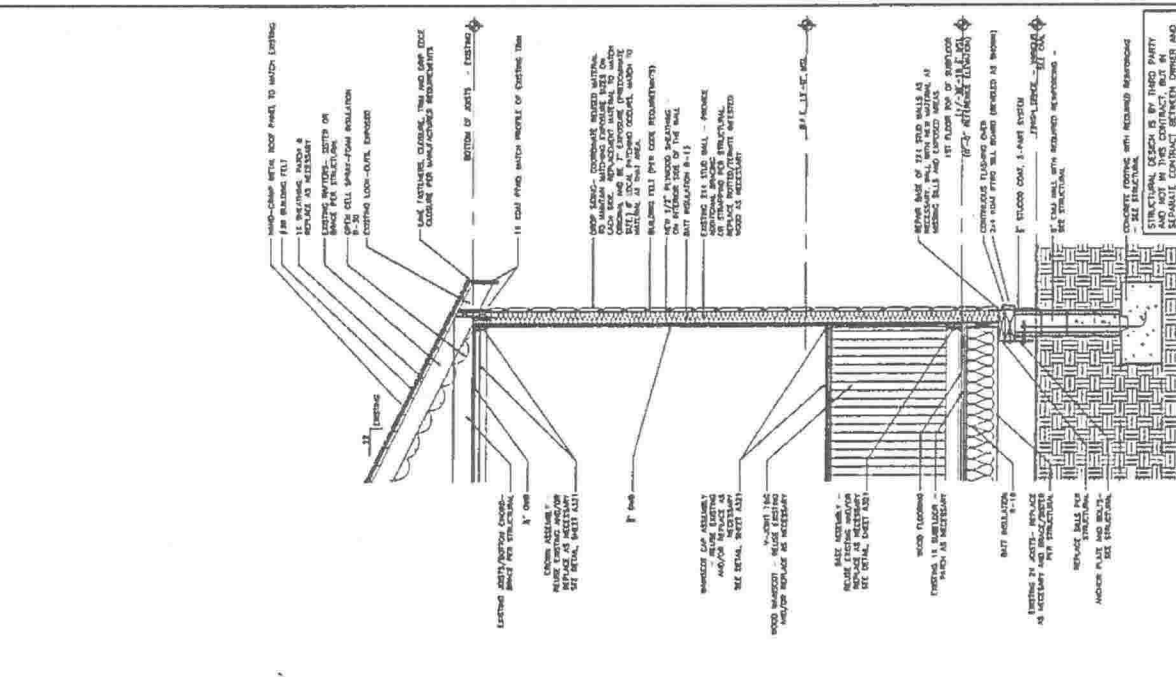
F3 SECTION AT ENTRY

3/4" = 1'-0"



F1 TYPICAL WALL SECTION

3/4" = 1'-0"





WINDOW SCHEDULE

WINDOW DESCRIPTION	S.D. SIZE	WINDOW TYPE	HEAD	JAMB	SILL	REMARKS
1	3'-0" x 5'-0"	DOUBLE HUNG	3'-0" x 5'-0"	3'-0" x 5'-0"	3'-0" x 5'-0"	FOOTPRINTS 1, 2, 3, 4, 5
2	3'-0" x 5'-0"	DOUBLE HUNG	3'-0" x 5'-0"	3'-0" x 5'-0"	3'-0" x 5'-0"	FOOTPRINTS 1, 2, 3, 4, 5
3	3'-0" x 5'-0"	FIXED	3'-0" x 5'-0"	3'-0" x 5'-0"	3'-0" x 5'-0"	FOOTPRINTS 1, 2, 3, 4, 5
4	3'-0" x 5'-0"	FIXED	3'-0" x 5'-0"	3'-0" x 5'-0"	3'-0" x 5'-0"	FOOTPRINTS 1, 2, 3, 4, 5

WINDOW FOOTNOTES

1. ALL WINDOW SCHEDULES SHALL BE SUBJECT TO MATCH ORIGINATOR'S REQUIREMENTS.
2. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
3. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
4. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
5. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
6. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
7. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
8. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
9. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.
10. WINDOW LISTS SHALL HAVE APPROPRIATE DIMENSIONS AND SIZES.

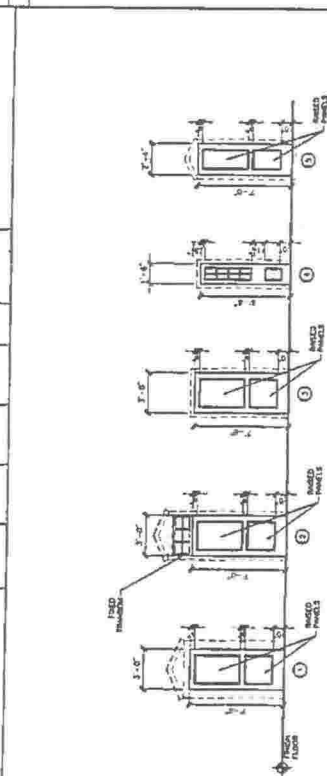
C4 WINDOW ELEVATIONS

1/2" = 1'-0"

DOOR DESCRIPTION	DOOR SIZE	DOOR TYPE	REMARKS
1	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
2	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
3	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
4	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
5	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
6	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
7	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
8	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
9	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
10	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE

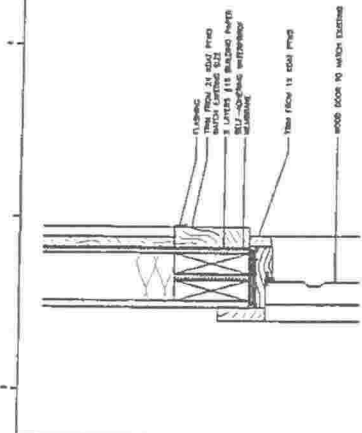
DOOR SCHEDULE

DOOR DESCRIPTION	DOOR SIZE	DOOR TYPE	REMARKS
1	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
2	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
3	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
4	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
5	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
6	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
7	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
8	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
9	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE
10	3'-0" x 7'-0"	SHIELD - SINGLE	SHIELD - SINGLE



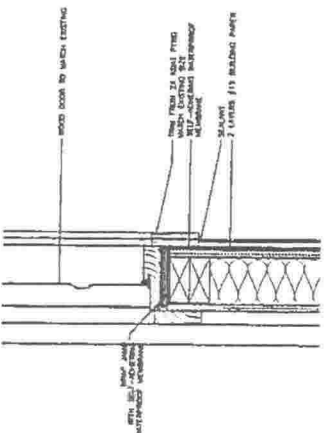
F1 DOOR ELEVATIONS

1/2" = 1'-0"



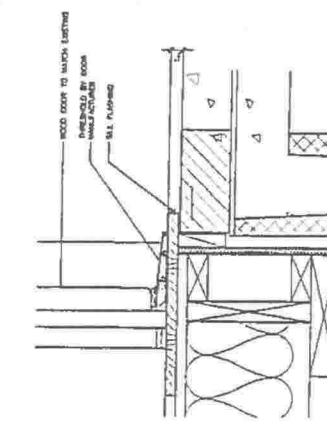
B3 DOOR HEAD

3'-0" x 1'-0"



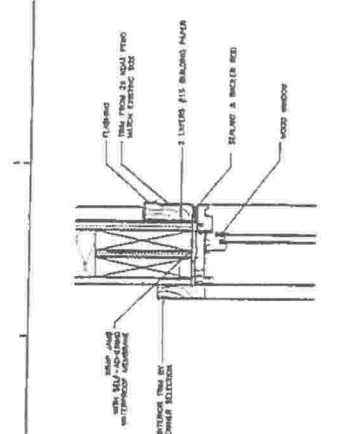
D3 DOOR JAMB

3'-0" x 1'-0"



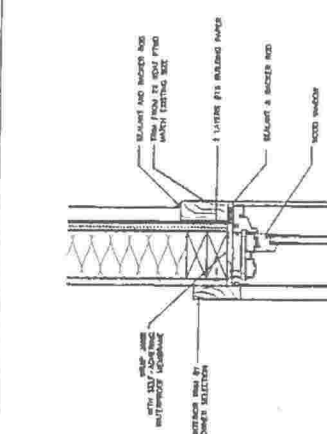
F3 DOOR SILL

3'-0" x 1'-0"



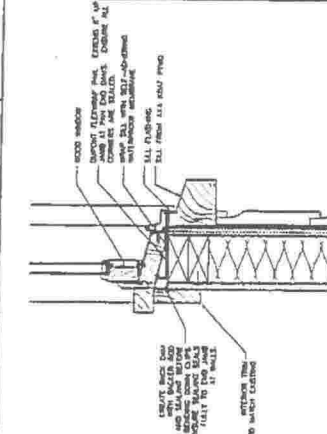
B4 WINDOW HEAD

3'-0" x 1'-0"



D4 WALL JAMB

3'-0" x 1'-0"



F4 WINDOW SILL

3'-0" x 1'-0"

WINDOW FLASHING A402

DATE: 10/10/2014
BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
APPROVED BY: J. L. HARRIS

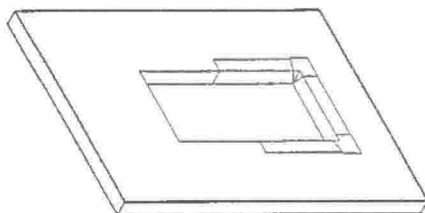
GATHERING
@ Morris Square
REHABILITATION
CHARLESTON, SOUTH CAROLINA

SGA ARCHITECTURE
1200 MARKET STREET, SUITE 200
CHARLESTON, SC 29403
PHONE: 771.255.1234
WWW.SGAARCHITECTURE.COM

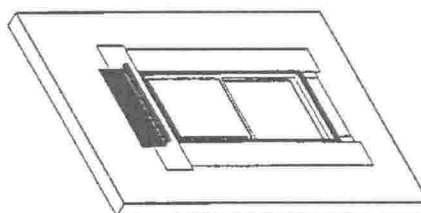
GENERAL NOTES

1. FLASHING DETAIL AND ICE AND WATER SHEET LAP OVER FRAMING SEE 31/A402.

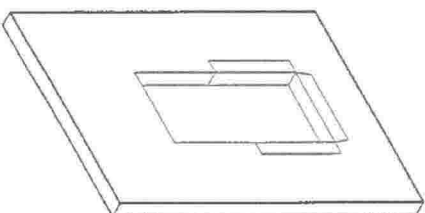
NOTES



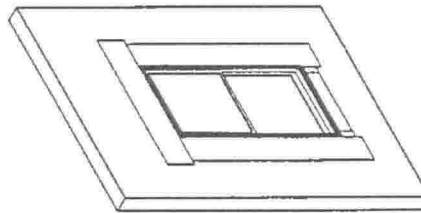
1. INITIAL WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



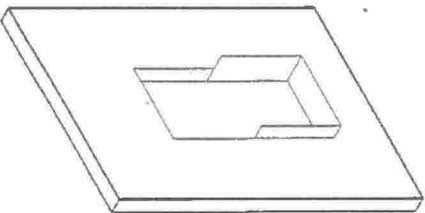
1. INITIAL WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



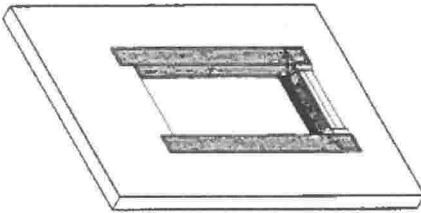
3. TYPICAL WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



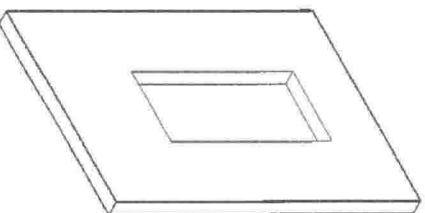
4. TYPICAL WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



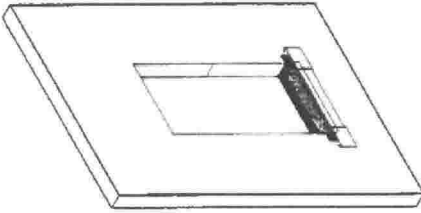
5. WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



6. WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



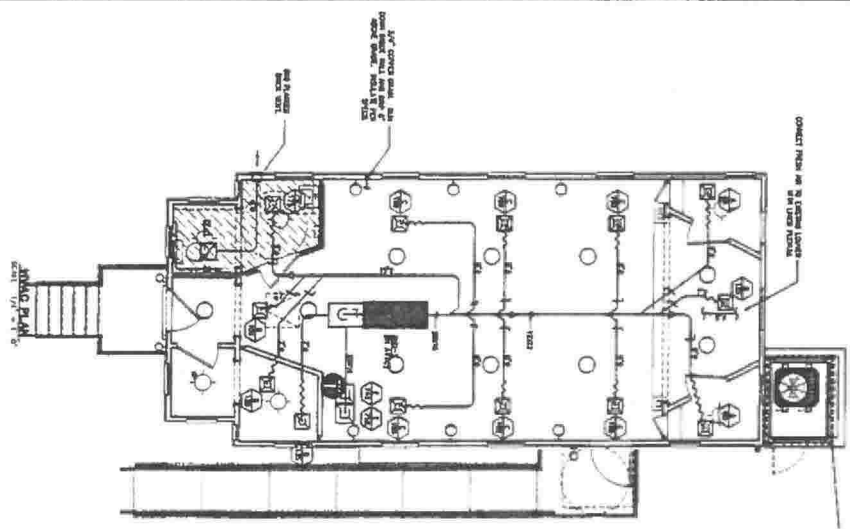
7. WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.



8. WINDOW FLASHING DETAIL SHOWS THE WINDOW FRAME SET INTO THE WALL WITH A BASIC FLASHING PROFILE.

G1 WINDOW FLASHING SEQUENCE

H15



NOTES: 1. SEE MECHANICAL SCHEDULE FOR EQUIPMENT SIZES AND CAPACITIES. 2. SEE ELECTRICAL SCHEDULE FOR VOLTAGE AND PHASE. 3. SEE PLUMBING SCHEDULE FOR PIPE SIZES AND MATERIALS. 4. SEE FINISH SCHEDULE FOR FINISHES. 5. SEE STRUCTURAL SCHEDULE FOR BEAM AND COLUMN SIZES. 6. SEE CIVIL SCHEDULE FOR ELEVATIONS AND GRADING. 7. SEE LANDSCAPE SCHEDULE FOR PLANTING AND IRRIGATION. 8. SEE SITEWORK SCHEDULE FOR CONCRETE AND ASPHALT. 9. SEE UTILITIES SCHEDULE FOR WATER, SEWER, AND GAS. 10. SEE SPECIALTIES SCHEDULE FOR MILLWORK, GLASS, and other finishes. 11. SEE MECHANICAL SCHEDULE FOR EQUIPMENT SIZES AND CAPACITIES. 12. SEE ELECTRICAL SCHEDULE FOR VOLTAGE AND PHASE. 13. SEE PLUMBING SCHEDULE FOR PIPE SIZES AND MATERIALS. 14. SEE FINISH SCHEDULE FOR FINISHES. 15. SEE STRUCTURAL SCHEDULE FOR BEAM AND COLUMN SIZES. 16. SEE CIVIL SCHEDULE FOR ELEVATIONS AND GRADING. 17. SEE LANDSCAPE SCHEDULE FOR PLANTING AND IRRIGATION. 18. SEE SITEWORK SCHEDULE FOR CONCRETE AND ASPHALT. 19. SEE UTILITIES SCHEDULE FOR WATER, SEWER, AND GAS. 20. SEE SPECIALTIES SCHEDULE FOR MILLWORK, GLASS, and other finishes.

Air Distribution Device Schedule

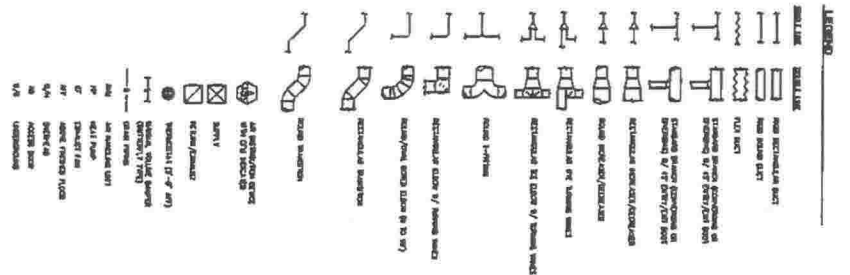
SYMBOL	TYPE	SIZE	DESCRIPTION	QUANTITY	REMARKS
A	GR	12"	GRILLE	1	
B	GR	18"	GRILLE	1	
C	GR	24"	GRILLE	1	
D	GR	30"	GRILLE	1	
E	GR	36"	GRILLE	1	

Split System Heat Pump Schedule

SYMBOL	TYPE	SIZE	DESCRIPTION	QUANTITY	REMARKS
A	HP	12"	HEAT PUMP	1	
B	HP	18"	HEAT PUMP	1	
C	HP	24"	HEAT PUMP	1	
D	HP	30"	HEAT PUMP	1	
E	HP	36"	HEAT PUMP	1	

Exhaust Fan Schedule

SYMBOL	TYPE	SIZE	DESCRIPTION	QUANTITY	REMARKS
A	EF	12"	EXHAUST FAN	1	
B	EF	18"	EXHAUST FAN	1	
C	EF	24"	EXHAUST FAN	1	
D	EF	30"	EXHAUST FAN	1	
E	EF	36"	EXHAUST FAN	1	



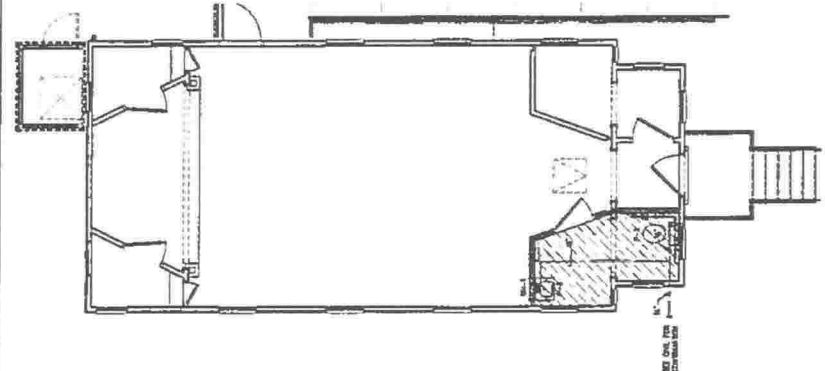
SCALE: 1/8" = 1'-0"

M101

GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

Charleston Engineering
121 N. Market Street, Suite 200
Charleston, SC 29401
803-799-1234

SGA ARCHITECTURE
1731 Market Street, Suite 200
Charleston, SC 29401
803-799-1234



PLUMBING WATER PLAN
Scale 1/8" = 1'-0"

Plumbing Fixture Schedule

[illegible]

Water Heater Schedule

[illegible]




THESE RESULTS WERE OBTAINED BY THE SAME INVESTIGATORS IN A PREVIOUS STUDY. THE 2001 STUDY WAS CONDUCTED IN A DIFFERENT YEAR AND IN A DIFFERENT LOCATION. THE 2001 STUDY WAS CONDUCTED IN A DIFFERENT YEAR AND IN A DIFFERENT LOCATION.

PLANS AND NOTES

- [illegible]

PUBLISHED BY THE NATIONAL ASSOCIATION OF

- [illegible]

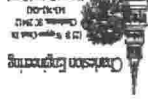
									
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SGA ARCHITECTURE
1000 North Main Street
Charleston, South Carolina 29401
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Fax: (803) 799-1112



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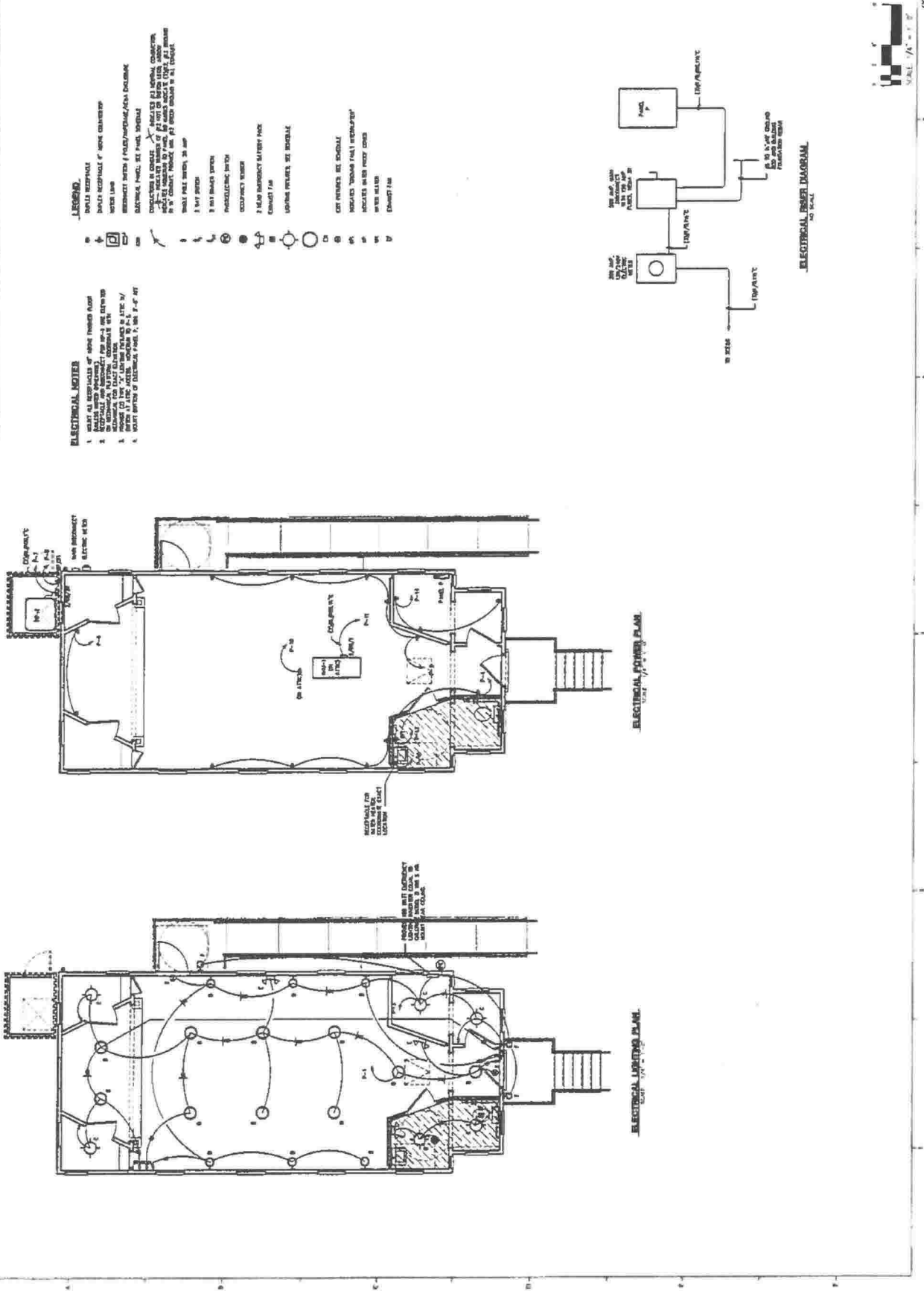


GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

DESIGNED BY: SGA ARCHITECTURE
DATE: 10/10/00
DRAWN BY: SGA ARCHITECTURE
DATE: 10/10/00
CHECKED BY: SGA ARCHITECTURE
DATE: 10/10/00

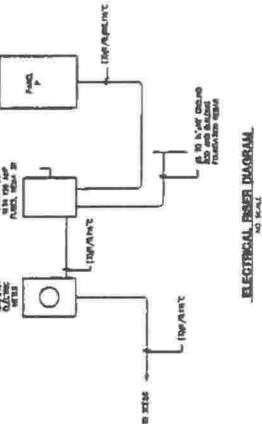
ELECTRICAL PLANS
E101

CONSTRUCTION DOCUMENTS



- LEGEND**
- 1. SINGLE RECEPTACLE
 - 2. DOUBLE RECEPTACLE
 - 3. 15 AMP CIRCUIT BREAKER
 - 4. 20 AMP CIRCUIT BREAKER
 - 5. 30 AMP CIRCUIT BREAKER
 - 6. 40 AMP CIRCUIT BREAKER
 - 7. 50 AMP CIRCUIT BREAKER
 - 8. 60 AMP CIRCUIT BREAKER
 - 9. 70 AMP CIRCUIT BREAKER
 - 10. 80 AMP CIRCUIT BREAKER
 - 11. 90 AMP CIRCUIT BREAKER
 - 12. 100 AMP CIRCUIT BREAKER
 - 13. 150 AMP CIRCUIT BREAKER
 - 14. 200 AMP CIRCUIT BREAKER
 - 15. 250 AMP CIRCUIT BREAKER
 - 16. 300 AMP CIRCUIT BREAKER
 - 17. 350 AMP CIRCUIT BREAKER
 - 18. 400 AMP CIRCUIT BREAKER
 - 19. 450 AMP CIRCUIT BREAKER
 - 20. 500 AMP CIRCUIT BREAKER
 - 21. 550 AMP CIRCUIT BREAKER
 - 22. 600 AMP CIRCUIT BREAKER
 - 23. 650 AMP CIRCUIT BREAKER
 - 24. 700 AMP CIRCUIT BREAKER
 - 25. 750 AMP CIRCUIT BREAKER
 - 26. 800 AMP CIRCUIT BREAKER
 - 27. 850 AMP CIRCUIT BREAKER
 - 28. 900 AMP CIRCUIT BREAKER
 - 29. 950 AMP CIRCUIT BREAKER
 - 30. 1000 AMP CIRCUIT BREAKER

- ELECTRICAL NOTES**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE SOUTH CAROLINA ELECTRICAL CODE.
 2. THE ELECTRICAL SYSTEM SHALL BE DESIGNED TO SERVE THE BUILDING'S REQUIREMENTS FOR LIGHTING, POWER, AND COMMUNICATIONS.
 3. THE ELECTRICAL SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE SOUTH CAROLINA ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE.
 4. THE ELECTRICAL SYSTEM SHALL BE MAINTAINED IN ACCORDANCE WITH THE SOUTH CAROLINA ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE.
 5. THE ELECTRICAL SYSTEM SHALL BE INSPECTED AND TESTED IN ACCORDANCE WITH THE SOUTH CAROLINA ELECTRICAL CODE AND THE NATIONAL ELECTRICAL CODE.



APPENDIX C
POST REVIEW UNANTICIPATED DISCOVERY PLAN

1. The CITY shall ensure an unanticipated discovery plan is in place for development and construction of the replacement park, the rehabilitation of the Praise House, and other work associated with the DeReef Partial Conversion Project. In the event that unanticipated effects occur on historic properties, or new historic properties are discovered during the implementation of project activities, work in the location of discovery and in the immediate vicinity must stop immediately; the area must be secured; and the following parties must be notified:
 - a. SCPRT
 - b. NPS
 - c. SHPO, and
 - d. Cultural resources staff and cultural committees from the Catawba Nation, in the event that a discovery appears to be related to tribal interests or of pre-contact origin.

The CITY shall ensure that any unanticipated archaeological discovery is evaluated by a professional archaeologist (per RCW 27.53.030[11]). If the unanticipated discovery is determined by NPS, in consultation with SHPO, to be eligible for the National Register of Historic Places, NPS shall consult per provisions of 36 C.F.R. § 800.13.

2. If human remains are discovered during the project activities at the REPLACEMENT SITE, work in the location of the discovery and immediate vicinity must stop instantly, the area must be secured, and notifications provided according to S.C. Code Ann. § 27-43-10, *et seq* (Cum. Supp. 2014).

If human remains are determined to be non-forensic, the CITY shall notify SCPRT and NPS. NPS and SCPRT will consult with the signatories to the Agreement per provisions of 36 C.F.R. § 800.13 to determine the appropriate treatment required under the terms of this Agreement, or other actions required per state law.

APPENDIX B
RESPONSE TO COMMENTS ON THE ENVIRONMENTAL ASSESSMENT

A. INTRODUCTION

This document summarizes and responds to comments on the DeReef Park Land and Water Conservation Fund Act (LWCFA) Section 6(f)(3) Conversion Environmental Assessment (EA) released for a thirty day comment period from July 16, 2015 to August 14, 2015.

The nature of some of the comments requires an explanation of the context under which the EA was done. Section B sets out that context.

Section C provides a summary of the comments received in alphabetical order. The summaries convey the substance of the comments made, but are not quoted verbatim. As the National Park Service (NPS) National Environmental Policy Act (NEPA) guidance suggests, the standard practice is to respond to substantive comments that are submitted during the public review period for EAs. As such, more detailed responses are provided for substantive comments received.

B. CONTEXT

The proposal to use a portion of DeReef Park for non-recreational purposes stems from a decision made by Charleston City Council, in 2003, to allow for a residential infill project to be constructed on the north and south sides of Morris Street in the vicinity of DeReef Park. City Council determined the infill project was appropriate and in the interests of the public, and rezoned the lands comprising the infill project (including DeReef Park) to a planned unit development (PUD). This action was undertaken by the Council after receipt of input of its planning staff, and after public hearings before both the Planning Commission and City Council. Council noted the project had been vetted with community, neighborhood and church groups and posed an opportunity to redevelop an area that was in need of revitalization. Further note was made that the project respected the public realm, reknitted a neighborhood, added density of population to the neighborhood as it once was and incorporated good urban design principles. See EA Appendix, Item 7. As part of the PUD authorizing the infill project, the City Council required that the developer provide the City with the same amount of land it was requesting from DeReef Park. The purpose of this requirement was to assure no “net loss” of park space in the public realm.

Because DeReef Park was protected under LWCFA Section 6(f)(3) as a result of earlier grants, a use of any portion of the Park for permanent non-outdoor recreation purposes is subject to LWCFA regulations at 36 C.F.R. 59.3, the conversion process. The conversion process involves both the NEPA process to assess the decision to use LWCFA protected

lands for non-recreational use (i.e. the infill project) and a requirement that any such lands permanently put to uses other than outdoor recreation on account of that decision be replaced by lands of similar utility and value. The NPS oversees the conversion process.

The City commenced the conversion process for DeReef Park, through State and Federal channels, starting in November 2007. The ultimate result was NPS approving the conversion and a replacement park. NPS executed a Simultaneous Release and Execution of Restrictive Covenants (Release) moving LWCFA Section 6(f)(3) protection from DeReef Park and placing LWCFA Section 6(f)(3) protection on a portion of Concord Park. The Release was recorded in the Office of the Register Mense Conveyance (RMC Office) for Charleston County. As a result of litigation commenced five years after the execution and recording of the Release, the National Park Service voluntarily agreed to reconsider its prior action, resulting in the EA now under consideration.

On the instruction from NPS, the EA was drafted in the context of conditions that existed as of January 2008, the time of the first conveyance of DeReef Park property to the developer. It does not address events occurring after that date. This point is made to provide the basis for some of the responses to comments, particularly those that rely on circumstances or events that have occurred subsequent to January 2008.

The approval of the conversion by NPS in 2008 spawned the implementation of the second phase of the infill project, the portion north of Morris Street. Land transactions contemplated by the infill project PUD were commenced, as was the platting of lots and the installation of infrastructure and construction of buildings on portions of DeReef Park. These activities were undertaken by the City and the developer under the auspices of the approved conversion granted by NPS in November 2008. These activities commenced prior to, and without notice of, the decision of the NPS to review its 2008 approval of the conversion. Note is made of these circumstances to provide the reader of the EA with a fact-based context that has a direct bearing on the scope of this EA. The NEPA implementing regulations at 40 CFR Part 1502.14 require an evaluation of practical alternatives. The regulations do not mandate or contemplate assessment of alternatives that are remote, speculative or unreasonable. Per the Council on Environmental Quality (CEQ), reasonable alternatives are those that are practical or feasible from a technical and economic standpoint, and using common sense. See guidance document *Forty Questions and Answers on the CEQ's Regulations*. The unusual, undisputed facts occurring prior to the drafting of this EA, including a prior approval by the NPS, the consummation of land transactions and the physical alteration of the Park in reliance on that approval and the lapse of five years between the approval and the litigation, have resulted in practical alternatives being narrowed to two, those

being either: (1) approving the State's proposed partial conversion of DeReef Park to non-public, non-recreational outdoor use and allowing the sub-grantee of the LWCFA funds (the City) to proffer a replacement site or sites in accordance with the regulations within one year; or (2) taking no action, whereupon the status quo will be maintained, with no further action pertaining to replacement parks being undertaken.

C. SUMMARY OF COMMENTS AND RESPONSES

1. David Bouffard: The loss of DeReef Park is not justified. A replacement park of equivalent usefulness and location has not been provided. There exists a need for more parks in the neighborhood and there exists the opportunity to reclaim property at the former DeReef Park site by the City purchasing a portion of the former DeReef Park site from the developer. The EA needs to be redone with complete information.

Response: The EA contemplates a replacement park or parks for what is lost at DeReef Park to be made within one year of the approval of the conversion per the LWCFA conversion regulations at 36 CFR 59.3 (c). The unusual posture of this matter, with the approved conversion being reconsidered some five years after the Federal protections were removed, was unexpected and reasonably requires the City to be given adequate time to identify replacement parks. Any replacement park will be vetted by way of its own Environmental Assessment. That the infill project has not been completed and potentially eligible for acquisition is duly noted.

2. Bill Bowick: Cannonborough/ Elliotborough needs green space and DeReef Park. The Park is an important link to the African American community that once thrived there. Governmental entities have been dismissive of the respect that should be afforded the land.

Response: The comment that Cannonborough / Elliotborough needs green space is duly noted. The link of the Morris Street area to the African American community is also duly noted.

3. Jo Cannon: Has lived in the neighborhood for almost 35 years. DeReef Park is important to the community. The infill development should have never been approved. The corner floods. The property across the street was often used by African American men as a place to gather and chat. She has been against the development from the very beginning.

Response: Comments duly noted. DeReef Park is in an AE flood zone. As part of the infill project, the developer is required to comply with City drainage regulations, to include improvements that will assure that post-development run-off does not exceed pre-

development run-off. A portion of the property across Morris Street from the Park, the site of Simonton School, was acquired by the City as part of the infill project and is a public park.

4. Laura Chartier: Keep the federal protection because Cannonborough /Elliotborough needs a park. The old church was a great teaching tool about slavery and South Carolina. The development is ugly, makes flooding worse, has taken away the trees and should be torn down.

Response: Comments duly noted. The old church or Praise House is being renovated and preserved for public use. Consultation under Section 106 of the National Historic Preservation Act will address opportunities for documenting the Praise House.

5. Craig and Katie Comer: Supports the conversion. The neighborhood needs a newer, safer park.

Response: Comments duly noted.

6. Laura Croft (on behalf of six present and past neighborhood association presidents): The infill project is a misguided attempt at urban revitalization and should be reversed. The EA erroneously says the Park is located in the Radcliffeborough neighborhood. The Park is located in the Elliotborough/Cannonborough neighborhood. The EA does not evaluate all practical alternatives, particularly an alternative calling for reestablishing the Park at its existing location. The unsavory description of the Park in the EA was true decades ago, but not in 2008. By then, the area was undergoing rapid revitalization and there were many new residents. The Park was regularly used. The City was responsible for its condition. It is inaccurate for the EA to rely on 2000 census data. 2010 data should have been used. There was new development going on in 2003. The EA references minutes. Those minutes do not mention the LWCFA restrictions. The EA does not reflect that all practical alternatives were considered. No replacement park is identified in the-EA and a delay in providing a replacement park is allowed only if it is impossible to identify one now. Delaying the development of a replacement park deprives the neighborhood of a park in the interim. The conversion greatly reduces the size of the Park. The conversion results in the relocation of the Praise House to an area of lower elevation in a flood zone. New, tall buildings around the Park will create an unwelcoming feeling, like across the street at Simonton Park. The negative impacts to the Park were sent to City Council in 2011, with no response. The EA does not comply with the South Carolina Comprehensive Outdoor Recreation Plan, which recognizes the need for parks in urbanized areas. Elliotborough/Cannonborough needs green spaces and City plans say so.

Response: DeReef Park is in Radcliffeborough, a neighborhood association founded in 1978, the charter of which extends its boundaries to the properties north of Morris Street. The EA takes into account areas within one half mile of the Park, consistent with its program as a neighborhood park which is designed to serve residents within a ½ mile radius. In this instance, that radius includes both the Radcliffeborough and Elliotborough/Cannonborough neighborhoods. The alternative for keeping the Park as originally configured is duly noted. The revitalization of the area in and around DeReef Park that existed in 2008 included the Phase 1 of the infill project that resulted from the decision City Council made in 2003. The most recent census data available prior to 2008 was the data from the 2000 census. The City was instructed not to use the 2010 data. Had it done so, such would have revealed the area even more gentrified from the conditions that existed in 2000, 1990 and 1980. The 2000 census data cited in the EA included census blocks or portions thereof within a half mile of the Park, the area served by the Park. The minutes of City Council and Planning Commission proceedings do not include reference to the LWCFA protections, but the minutes reflect public notice and participation in the decision to implement the infill project that included a reconfigured DeReef Park. A partial conversion with delayed replacement is necessitated due to the decision of the NPS to revisit its prior decision on the conversion. It is not unreasonable to accord the City time to appropriately evaluate where best to locate a replacement park. The comments regarding the disagreement with the propriety of the infill project, the condition of the Park and the City's responsibility therefore and that the partial conversion will result in a smaller DeReef Park footprint are duly noted. It is also duly noted that the Praise House will be in a lower area of the Park, but within the same flood zone as the original location. In conjunction with the relocation and renovation, the foundation of the Praise House will be slightly raised. This slight raise in elevation, along with drainage improvements required of the developer by the infill project, will provide better protection for the Praise House against flooding. The commenter's displeasure with the feel of Simonton Park and the fear of the same fate for DeReef Park are duly noted. Negative impacts of the conversion presented to the City in 2011 are not within the scope of the EA. That the South Carolina Outdoor Comprehensive Recreation Program and City plans acknowledge the need for parks in urban areas and in Elliotborough/Cannonborough, respectively, are duly noted.

7. Claire Curtis: Opposes the conversion. There is now no park, no trees, and no shade. The City let the Park fall into disrepair. There is no place for kids to learn to ride bikes, climb a tree or make friends. Attached was a picture of her child learning to ride a bike in the Park in 2005.

Response: Comments duly noted. Also, as to the trees, the infill project approval requires the planting of street trees, and all City of Charleston Grand Trees (24" or greater diameter at

breast height) within the reconfigured park have been saved pursuant to the City's Zoning Ordinances on tree protection.

8. Rachel N. Dowling: Keep DeReef Park where it is. Her parents served in St. Joseph Society and held meetings in the church.

Response: Comments duly noted. Also, as to the church, see Response to Comment 4.

9. Lauren Dunn: Save the Park.

Response: Comment duly noted.

10. Merissa Ellis: Played in DeReef Park as a child. The infill project is ugly and has displaced trees and greenery and the views from her yard. There is not enough open space within walking distance for children and others.

Response: Comments duly noted.

11. Friends of DeReef Park: The EA elides the proud history of the Park and belittles its description. The EA fails to note the Park's location next to the historic Cannon Street YMCA, its housing of the Praise Chapel and its housing of the first African American public school in the City (Simonton School). The EA does not detail how prior LWCFA grants were spent. The approval of the infill project resulted in a windfall to the City. The conversion actually occurred in November 2007, when title to the Park was transferred to the developer. The 2008 conversion was rushed, a sham and done without public input. The project sponsors and the NPS made many mistakes. The Friends of DeReef Park were forced to sue to vindicate its rights. The EA attempts to eliminate history, aesthetics and recreation. The Praise House will no longer be a marker of African American history, but a building that has bathrooms. The EA does not properly consider all reasonable and practical alternatives. The most obvious viable alternative to consider is returning the LWCFA covenants to DeReef Park. The City and NPS must consider an alternative where the City conveys less than 0.954 +/- acres to the developer. It assumes the conversion is the final result without evaluating whether the conversion should have occurred at all. The real estate transaction occurred in 2012. The EA should accurately characterize the infill project. The EA does not include the environmental screening form. The addition of 31 cars on Morris Street caused by the infill project will adversely affect air quality and cause noise and pose a safety hazard for children. The EA should have outlined the zoning process and considered the effect of the infill project on what is left of DeReef Park. The EA is incorrect in claiming that children will have a place to play tag or throw a Frisbee. The reconfigured park is too small for community events. The drawing of the Park in the EA is misleading and not to scale.

Environmental justice considerations were not evaluated. The EA does not say where a replacement park will be, which has important environmental justice implications. The EA does not mention that mature trees have been removed. The EA does not adequately address impact under the National Historic Preservation Act. The EA is not factual in its depiction of the Park. If the Park was undesirable, that is the City's fault. It had a responsibility under the LWCFA to properly maintain the Park. Had the existence of the LWCFA protection been revealed as part of the rezoning, such would have likely raised more questions. The leaders of the Shiloh Church supported the infill project because of affordable housing requirements, and they have not been met. There is no justification to delay identifying a replacement park. The area around DeReef Park has existing and future recreation needs. The environmental analysis was not conducted in a neutral and factual manner. Identifying replacement parks should not be delayed.

Response: The EA focuses on DeReef Park, as originally configured. Its environs and the historic significance thereof, and the appropriate documentation of the Praise House, are being addressed in the Section 106 consultation process under the National Historic Preservation Act. The Praise House was (and still is) located in the Park. Simonton School was not located in the Park. The School was located on property on the south side of Morris Street, a portion of which is now Simonton Park. How prior grant funds were expended is not within the scope of this EA, the issue here being the propriety of the partial conversion. The LWCFA grants received by the City to assist in acquiring and developing the Park have been closed out by the State. The agreement the City entered with the developer required the City to receive, as consideration for DeReef Park, lands within the infill project of equivalent value. The developer assigned a value to the property transferred to it from the City to conform to State document recording requirements that necessitate an affidavit of consideration and whether a transaction is exempt from State deed stamps. The City did not receive any cash from these transactions. The assertion that the City received a "windfall" is incorrect. The City received title to land contemplated by the infill project from the developer in November 2007, which deed of title contained an error, resulting in a corrective deed being executed in January 2008. The City did not convey any portion of DeReef Park until January 2008. The commenter's characterization of events leading to this EA, including actions of the NPS and sponsors is duly noted. This EA process is being undertaken to fulfill requirements of the LWCFA. This EA is addressing the request for approval of a partial conversion. This conversion was approved in 2008, which has relevance to the reasonableness and practicality of alternatives. Please refer to Part B, Context. The replacement park will be subject to a subsequent EA. The infill project is described in this EA. The environmental screening form is part of a conversion package, to be submitted with the EA to the State for NPS consideration. Comments regarding the potential for increased traffic, the safety of children and the quality of air posed by the infill project are duly noted. This EA focuses on the issue of whether a portion of the Park should be converted and

whether the loss of that recreational opportunity will adversely affect traffic or air quality. The zoning process is outlined in the EA. The determination to approve the zoning for the infill project was made with knowledge that it would result in smaller parks within the neighborhood, as opposed to one. A reconfigured DeReef Park includes an open lawn for tag and Frisbee tossing, as does Simonton Park across the street. The Park has always been a neighborhood park. By its nature, it is designed to accommodate smaller gatherings, not community events. Such smaller gatherings can be accommodated at either DeReef or Simonton Park. The drawing of the reconfigured DeReef Park in the EA was characterized as conceptual, an accurate representation. Environmental Justice considerations were addressed by the EA, to include the constituency of the neighborhood when the Park was constructed and how it has evolved. The EA for any replacement park will address environmental justice considerations. As to the trees, refer to Response to Comment 7. The comment that had the existence of the LWCFA covenants been mentioned during the rezoning process such would have “likely raised more questions” is duly noted. The affordable housing commitment arising from the infill project is not within the scope of this EA. The reason for a delayed replacement park has been addressed, refer to Response to Comment 1. That the area around DeReef Park needs recreation space now and in the future is duly noted.

12. Todd Fox: The Park is needed in the neighborhood. What the City did was illegal. The area is gentrifying and needs a park, not an eyesore development in a flood area.

Response: Comments duly noted. Also, as to the infill project, refer to Part B, Context regarding the vetting of the planned unit development with the community, neighborhood and church groups and that the infill project posed an opportunity to redevelop an area that was in need of revitalization.

13. Ryan Glushkoff: The neighborhood needs a park now, more than in 2005 when he moved there, when there were no young kids in the area. The decision to sell the property to a developer was made in a different era, when no one wanted to live in the area, and there were few young kids. Times have changed. Kids love parks and DeReef Park needs to be maintained.

Response: Comments duly noted. Also, as to the park needs now, refer to Response to Comment 3.

14. Andrew Gould: Supports the conversion. He attended neighborhood presentations by the City and developer of the infill project. The project was appealing, and the neighborhood association endorsed the idea of rebuilding a smaller DeReef Park and swapping some land

with a new park across the street. He would like to see nice new homes and a rebuilt playground.

Response: Comments duly noted.

15. Wyndi Gundrum-Cooper: A neighborhood park is needed. The conversion is not justified and no replacement park has been identified.

Response: Comments duly noted. Also, as to the conversion process, refer to Part B, Context.

16. Linda D. Hancock: The conversion should not be approved until a clear plan is in place and shared with the community.

Response: Comments duly noted. Also, as to the conversion approval and replacement park, refer to Part B Context.

17. Richard Hendry: Plans should be put in place for a park within the neighborhood and the City should redo the EA to more accurately reflect its looks, character and importance to the Elliotborough/Cannonborough neighborhood and the City.

Response: Comments duly noted. Also, as to the EA, refer to Part B, Context.

18. Kimberly Hines: The destruction of DeReef Park is terrible. There is no place for kids to play and wildlife to live. Hawks lived in the park. The neighborhood needs a park.

Response: Comments duly noted.

19. Brett W. Johnson: The Park was within walking distance of Cannonborough/Elliotborough neighborhood. It had parking for those who wished or needed to drive. The area is in need of outdoor recreational space. The City attempts to diminish the attractiveness of the Park over a number of years prior to 2008, but that was due to lack of maintenance and amenities provided to similar parks on the peninsula. The EA does not adequately address parking, development will exacerbate flooding in the area, the Praise House has been neglected for many years, the neighborhood impact created by loss of park space was not adequately considered, and ignores the impact of the loss of the Park and moving the Praise House on African-American heritage. He objects to transferring park space outside of Cannonborough/Elliotborough neighborhood.

Response: Comments duly noted. DeReef Park was designed as a neighborhood park, a park designed to be used primarily by those within walking distance. On-site parking is no longer available, and will result in the loss of one accessible space. There are opportunities for off-street parking for those who would prefer to drive to the Park. Also, as to the church, refer to Response to Comment 4.

20. Helene Kenny: Save African American roots and provide more green space. The City report is inaccurate. Stop the infill project, renovate the church and return open space for all to enjoy.

Response: Comments duly noted. Also, as to the church, see Response to Comment 4.

21. Elise Ladew: Misses the trees, the shade and the migratory birds that used the Park and her yard (next door). The infill project has little green space and she is now experiencing heavy run-off. The area needs green spaces, the children need a place to play and there is no guarantee that the church will be restored.

Response: Comments duly noted. Also, as to the church and trees, refer to Response to Comments 4 and 7.

22. Katy Ladew: It is sad to lose the trees and chapel of the Park, as originally configured. The neighborhood needs a park. Not all facts were present when the property was sold and neighborhood opposition was ignored.

Response: Comments duly noted. The decision to sell the Park was made within a public process, to include two public hearings.

23. Lois Lane: Support the Park. She owns rental property in Cannonborough/Elliotborough, and the City does not have the best interest of the neighborhood in mind, and would not have let this happen elsewhere.

Response: Comments duly noted.

24. Li Doulan: The City violated the law by selling the Park prior to getting permission from the NPS. The EA is skewed and fails to provide a replacement park. A better balance between residential and commercial development is needed, as is respect for diversity and heritage.

Response: Comments duly noted. Also, refer to Part B, Context.

25. Mary Miller: The EA did not include the environmental screening form. The area of upper King Street is undergoing radical change. The visitors and residents have no green space to enjoy and the children do not have access to outdoor play space. Simonton Park is not a legitimate park and not properly signed to document its history. She has not seen plans to renovate the Praise House, to include restrooms. Moving the Praise House to an area that floods is a slap in the face to the African American community. City allowed trees to be illegally cut. Plymouth Congregational Church, on Spring Street, would be a suitable replacement park.

Response: Comments duly note. The environmental screening form is part of a conversion package that, along with the EA, will be submitted to the State, which in turn will submit it to the NPS. Simonton Park is signed as a public park. Plans for the restoration of the Praise House are a matter of public record, having been approved by the City's Board of Architectural Review and are on file with the Department of Planning, Preservation & Sustainability. Trees on the remaining portion of DeReef Park are being preserved. The infill project PUD requires the planting of street trees, including those abutting the Park.

26. C.A. Moloney: The conveyance of DeReef Park cannot be justified without a replacement park being identified. Minutes of Council proceedings do not reflect that the Park had federal protection. DeReef Park is in Elliotborough, and he does not recall CENA being approached by the developer prior to the infill project going forward. The park was unkempt, but that was the doing of the City. Simonton is still not maintained well. In October 2012, he submitted a conceptual drawing to the Planning Department for a property on King and Spring Streets. The conversion should be approved only if a 1.3 acre contiguous parcel in Elliotborough/Cannonborough is acquired as a replacement park within a short period of time. Property value should not be a deciding factor given the extreme limitation of potential sites.

Response: Comments duly noted. DeReef Park is in Radcliffeborough, a neighborhood association founded in 1978, the charter of which extends its boundaries to the properties north of Morris Street. DeReef Park serves Radcliffeborough and Elliotborough/Cannonborough. See also as to the replacement park, Response to Comment 1.

27. Randi Popp: The Park should be saved. The infill project has made flooding worse. The area was improving when Park was torn down. The City needs more green space. The trees and shade benefitted the whole community.

Response: Comments duly noted. As to the flooding, see Response to Comment 3.

28. George Reavis: Supports the conversion. He lived at 46 Morris Street. The area was run down and illicit activities were occurring in the Park and the vicinity. The infill project was better for the entire area, as evidenced by the number of people moving in that would not have happened except for the first phase of the project. The proposed development has a park.

Response: Comments duly noted.

29. Pamela Sawers: DeReef Park is sacred green space. It should be preserved and protected. The school house is a testament to heritage.

Response: Comments duly noted. Also, as to the church as a testament to heritage, see Response to Comment 4.

30. Cator Sparks: The City's story is misleading and incomplete. The neighborhood has no other parks. Church groups and families used the Park. The EA wrongfully presumes DeReef Park, as originally configured, cannot be preserved. The EA fails to discuss a replacement park. The EA ignores the impact of the loss of DeReef and moving the Praise House has on African American heritage.

Response: Comments duly noted. Also, as to the EA, refer to Part B, Context.

31. John Sylvest: No comments on the EA; he already offered comments under Section 106 of the National Historic Preservation Act regarding the DeReef Park undertaking.

Response: Comments duly noted.

32. Joshua Walker: Commented that if an email from the neighborhood association is close to true, City should discuss the matter more openly and organize a discussion for the best course of action.

Response: Comment duly noted.

33. Brittany Wortman: Save the Park.

Response: Comment duly noted.

34. Mary Wyatt: The Park should be saved, and its African American heritage honored. As a resident next to the infill project, the City does not need more houses; it needs more open,

accessible green space. There is only a limited amount of unencumbered park space in the neighborhood.

Response: Comments duly noted. Also, as to the African American heritage, see Response to Comment 4.

APPENDIX C
U.S. FISH AND WILDLIFE SERVICE (USFWS) COORDINATION



United States Department of the Interior

FISH AND WILDLIFE SERVICE

176 Croghan Spur Road, Suite 200
Charleston, South Carolina 29407



May 19, 2015

Ms. Gwenevere P. Smith
Chief, Recreation Programs Branch
National Park Service
Southeast Regional Office
Atlanta Federal Center, 1924 Building
100 Alabama Street, SW.
Atlanta, Georgia 30303

Re: Department of the Interior – National Park Service-City of Charleston-DeReef Park,
Charleston, Charleston County, South Carolina
FWS Log No. 2015-I-0358

Dear Ms. Smith:

The U.S. Fish and Wildlife Service (Service) has received your May 11, 2015, letter fulfilling the National Park Service's requirement under the National Environmental Policy Act (NEPA) for a Federal undertaking and to request our response on the protected species assessment for DeReef Park located on Morris Street in Charleston, Charleston County, South Carolina. DeReef Park is a city park partially being developed for single and multi-family residential homes. The site is located in a heavily developed urban area that has experienced residential and commercial development since the early 1800's. The site has been altered by current and past human activities.

The City of Charleston received two Land and Water Conservation Fund grants in 1981 and 1991 to assist with the acquisition and development of land for a park on Morris Street known as DeReef Park. A portion of the park was sold to a developer in January 2008. In December 2014, the United States District Court granted the motion for voluntary remand to reconsider the November 2008 approval of the after-the fact conversion of DeReef Park. The National Park Service was given a deadline of April 30, 2015, (but has been allowed until July 30, 2015) to reopen the administrative record and ensure the requirements of the NEPA and National Historic Preservation Act will be adequately met.


As noted in our conference call on February 24, 2015, on this matter, it is the Service's policy that we do not generally enter into section 7 consultation pursuant to the Endangered Species Act (ESA) when applicants are seeking "after-the-fact" authorization for projects that have already been completed or when impacts may have already occurred. Such a practice does not promote the conservation of listed species and critical habitat, an obligation for both the action agency and the Service under the ESA.

Further, the Service's policy is fully supported by the ESA and its implementing regulations. Both the ESA and the regulations are based on an underlying assumption that consultation will occur prior to any action being taken. Section 7(a)(2) of the ESA states that each Federal agency shall, in consultation with the Secretary, *insure* that any action authorized, funded, or carried out by such agency is *not likely to jeopardize* the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat (*See* 16 United States Code 1536(a)(2) (emphasis added)). Title 50 Code of Federal Regulations (CFR) 402.02 defines "jeopardize the continued existence of" as "to engage in an action that reasonably *would be expected*, directly or indirectly, to reduce appreciably the likelihood of both the survival and recovery of the species in the wild by reducing the reproduction, numbers, or distribution of that species" (*See* 50 CFR 402.02 (emphasis added)). In the Service's opinion, the word "*insure*" and the phrases "*not likely to jeopardize*" and "*would be expected*" clearly contemplate consultation on a proposed action and not an action that has already been completed. The protections of the ESA insure against jeopardy. If the ESA and its implementing regulations contemplated after-the-fact consultation, there would be no need for the Service to consider and recommend reasonable and prudent alternatives in order to avoid the *likelihood* of jeopardy or reasonable and prudent measures to minimize the amount or extent of *anticipated* incidental take.

When a project has been completed, as is the case with DeReef Park, it becomes part of the environmental baseline. The environmental baseline includes the past and present impacts of all Federal, State, or private actions and other human activities in an action area, the anticipated impacts of all proposed Federal projects in an action area that have already undergone formal or early section 7 consultation, and the impact of State or private actions that are contemporaneous with the consultation in process (*See* 50 CFR 402.02). The consultant for this project, S&ME, Inc., conducted the protected species assessment on March 20, 2015. They stated, "Based on a review of historic aerial photographs, photographs of DeReef Park, and the location of DeReef Park in a heavily developed urban area that has experienced constant residential and commercial development since the early 1800s, it is our opinion that the site likely did not formerly contain any significant and unique habitats that provided habitat suitable for the federally listed threatened or endangered species discussed above in the recent past." Inasmuch as S&ME, Inc. has not identified any new effects associated with DeReef Park, the existing environmental baseline remains unchanged, and there are no new effects warranting ESA consultation. In addition, the protected species assessment provided to the Service by the applicant concluded that there are no impacts to the protected Federal species listed for Charleston County at DeReef Park. Upon review of the submitted project information and in comparison to our species and habitat database based on its current state, there are no known occurrences of any threatened or endangered species within the project area.

To politely reiterate, it is the Service's policy that we do not enter into section 7 consultation for completed actions. We hope the above information is helpful. If you need further assistance, please contact Mr. Tom McCoy at (843) 727-4707 ext. 227, and reference FWS Log No. 2015-I-0358.

Sincerely,


for Thomas D. McCoy
Field Supervisor

/TDM

APPENDIX D
SHPO CONCURRENCE LETTER



United States Department of the Interior



NATIONAL PARK SERVICE

Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., SW.
Atlanta, Georgia 30303

OFFICIAL CORRESPONDENCE VIA ELECTRONIC MAIL

NO HARD COPY TO FOLLOW

IN REPLY REFER TO:
8B(SER-RPB)
45-000856, -985

November 9, 2015

W. Eric Emerson, SHPO
SC Department of Archives & History
8301 Parklane Road
Columbia, SC 29223

Dear Dr. Emerson:

The National Park Service (NPS) is requesting your concurrence on our Section 106 process to date as we work with consulting parties to develop a Programmatic Agreement (PA) to resolve adverse effects (36 CFR 800.14(b)) relating to a partial conversion of a Land and Water Conservation (LWCF) site at DeReef Park in Charleston, South Carolina.

A consultation meeting held October 26, 2015 in Charleston, South Carolina ended with disagreement about the Section 106 findings to date. There was consensus on several proposed mitigations and agreement among signatory parties that an agreement document could complete this Section 106 consultation. The Advisory Council on Historic Preservation (ACHP), a consulting party, recommended developing a PA to resolve the adverse effects from relocating the praise house and provide clear procedures for the replacement site(s) selected to complete the partial conversion.

The NPS initiated Section 106 consultation with your office on March 6, 2015. The proposed Federal undertaking is to revise the agreement between NPS and the South Carolina Department of Parks, Recreation and Tourism as to which areas of land the City of Charleston will administer for public outdoor recreation under LWCF project numbers 45-00856 and 45-00985. The NPS has considered the scale and nature of the conversion when considering the boundaries of the Area of Potential Effect (APE) and defined it as the fullest extent of what could be covered within our administrative authority. In this case, that equates to the original boundary of DeReef Park at the time the second grant was closed.

Within DeReef Park is the "Sons and Daughters of Joseph No. 9 Mission" also known as "9 DeReef Court Chapel", a potentially contributing resource to the proposed expansion of the historic district. On July 26, 2015, the NPS determined the previous relocation of this praise house was an adverse effect (36 CFR 800.5(a)(2)(iii)).

Again, we seek your concurrence on the process and findings to date and look forward to developing a PA to resolve adverse effects and address community concerns at DeReef Park. If you concur with the NPS Section 106 findings to date, please sign the box below and return a copy of your concurrence **by COB Thursday, November 12, 2015**. If, for any reason, you do not concur, please provide a written statement to the NPS explaining your rationale. We apologize for the short turnaround, however, as you are aware the NPS is under a court order to complete the voluntary remand process for this partial conversion as soon as possible. We appreciate consulting with you and please contact us with any concerns or comments.

W. L. F.

South Carolina State Historic Preservation Office

11/9/15
Date

Please send your response to:

Gwen Smith, Recreation Programs Chief
National Park Service, Southeast Regional Office
1924 Building
100 Alabama Street, SW
Atlanta, Georgia 30303
gwen_smith@nps.gov
(404) 507-5800 phone
(404) 562-3246 fax

Alternatively, I can be reached at chris_abbett@nps.gov or 404-507-5685.

Sincerely,

A handwritten signature in cursive script, appearing to read "Chris Abbett".

Chris Abbett
Associate Regional Director, Partnerships, Interpretation, and Education
Southeast Region

cc: Elizabeth Johnson, Director, Historical Services, SHPO
South Carolina Department of Archives and History

John Sylvest, Project Review Coordinator
South Carolina Department of Archives and History